

**CITY COUNCIL MEETING
TUESDAY, MARCH 7, 2017
CITY HALL
22710 E. COUNTRY VISTA DRIVE
7:00 P.M.**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. ROLL CALL**
- 5. AGENDA APPROVAL**
- 6. CITIZEN COMMENTS**
- 7. PRESENTATION**

<p>River District Trail Plan Kevin Schneidmiller, Greenstone</p>

- 8. MAYOR AND CITY COUNCIL COMMITTEE REPORTS**
 - Community Development Committee
 - Finance Committee
 - Saltese Upland Trail – Councilman Dunne (TENTATIVE)
- 9. CITY ADMINISTRATOR REPORT**
 - City Events
- 10. ACTION ITEMS**
 - A. Consent Agenda**
 - i. Approve February 21, 2017 City Council Minutes
 - ii. Approve March 7, 2017 vouchers in the amount of \$347,979.60
 - B. General Business**
 - i. Authorize Mayor Peterson to sign a Purchase Agreement in the amount of \$55,418.44 for a Bobcat S650 T4 Skid Steer Loader
 - ii. Award bid for the Liberty Lake Road Restoration Project to Rolling Rock Excavation, Inc. in the amount of \$1,479,470.08, and approve an Owner's construction contingency of 5% (\$74,000) to be managed by staff

10. ACTION ITEMS (continued)

B. General Business

- iii. Award the Architectural and Engineering Services Consultant Agreement for Orchard Park to SPVV Landscape Architectures in the amount of \$167,400.00, and approve an Owner's contingency of 10% (\$16,700) to be managed by staff

11. RESOLUTIONS

- a. Resolution No. 17-224 – Supporting passage of Spokane County's Proposition 1
- b. Resolution No. 17-225 – Disposing of certain inventory items deemed to be surplus and no longer used by the City

12. FIRST READ ORDINANCE

Ordinance No. 238 – Adding Chapter 3 to Title 5 of the City of Liberty Lake Municipal Code Establishing a Vacant Property Registration Program

13. SECOND READ ORDINANCE

Ordinance No. 85-A - weed and vegetation control amendment

14. INTRODUCTION OF UPCOMING AGENDA ITEMS

15. CITIZEN COMMENTS

16. ADJOURNMENT

**City Council
Subcommittee
Agendas**

Community Development Committee

February 28, 2017

A G E N D A

1. City Council Agenda Review (Katy)
2. Event Calendar – Jen
3. Planning and Building – Amanda
 - a. Activity Update
 - b. I-Zone Moratorium Briefing
 - c. Vacant Property Registration Ordinance
4. Trail Lighting Discussion – Katy and Andrew
5. Country Vista – from Liberty Lake Rd east to Mission – Urgent Repair

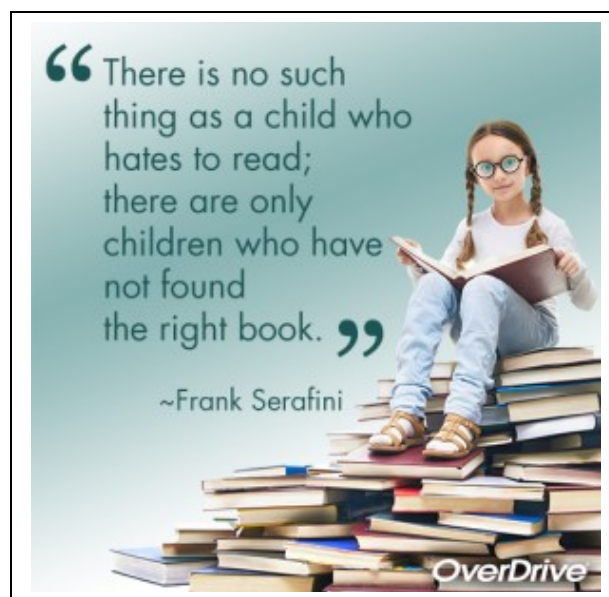
Finance Committee Meeting
Agenda – City Hall Conference Room

March 7, 2017
6:00 PM to 7:00 PM

- I. Legislative Update
- II. Golf Course
- III. February Dashboard
- IV. Revenue Forecast Review
- V. IPADS & Camera in Council Update
- VI. Policy Change Updates
 - a. Personnel
- VII. Voucher Review

LIBERTY LAKE MUNICIPAL LIBRARY
MONTHLY REPORT
January 2017

Statistics:	JAN 2017	JAN 2016
Checkouts	6,844	7,256
Lent to CIN	1,482	1,335
Renewals	974	990
In House	557	247
ILL	18	22
Downloads	809	894
Freegal	499	608
Total circulation*	11,183	9,875
 Borrowed from CIN	 1,163	 826
Checkins	5,875	5,959
 Total patron visits	 6,005	 4,423
Total Cards	7,077	5,945
Children's programs	480	471
Adult programs	75	86
New cards	92	90



January Events

Lego Club, Fridays @ 4 pm in the Meeting Room

STEM-tacular Thursday January 5

Needle Arts Society of Liberty Lake, Saturdays @ 10:30

Family Movie Night January 27

Books 'n Brew Club: Thursday, January 26/ *The Readers of Broken Wheel Recommend*

Kid's Crafts: Saturday, January 7, 21, 28

Adult Crafts: January 12, 21

Winter Reading Program/ Youth & Adults

Upcoming Events in February

STCU Finance Class

Friends Valentine Basket Silent Auction: Jan 16 - Feb 11th

STEM-tacular Thursday: Feb 2nd

Blind Date w/ a Book: February 1st - 14th - Choose a gift-wrapped book for a surprise read

Needle Arts Society of Liberty Lake, Saturdays @ 10:30

Lego Club, Mondays @ 4 pm in the Meeting Room

Adult Crafts, Feb 9th & 18th @ 2 in the Meeting Room

Books 'n Brew Club: Thursday, February 23/ *In the Unlikely Event*

Winter Reading Program/ Youth & Adults

ACTION ITEMS

City of Liberty Lake

Consent Agenda for March 7, 2017
City Council Meeting

Report from the Mayor for pending claims and payment of previously-approved obligations through March 7, 2017

Payee	Description	Amount
See attached voucher report.		
Total vouchers through March 7, 2017		\$ 50,424.74
22-Feb-17 Purchase Power	Check No. 23873	\$ 199.66
February Payroll & Benefits		\$297,355.20
	TOTAL	<u>\$347,979.60</u>

RECOMMENDATION: Approve and Authorize for Payment

ATTACHMENTS: All original invoices are on file with the City Treasurer.

SIGNATURES:

City Clerk

Mayor

Finance Committee

CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

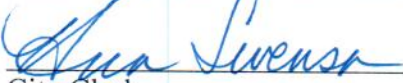
02/01/2017 To: 02/28/2017

Time: 16:29:30 Date: 02/22/2017

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
539	02/22/2017	Claims	1	23873	PURCHASE POWER	199.66	METER RENTAL FEB-MAY,POSTAGE REFILL OVERAGE
001 General Fund						199.66	
						199.66	Claims: 199.66

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."


City Clerk

2.22.17
Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

City Clerk

Date

Manual check
To avoid late/service fees.

CHECK REGISTER

CITY OF LIBERTY LAKE
MCAG #: 2757

03/01/2017 To: 03/31/2017

Time: 15:59:56 Date: 03/01/2017

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
682	03/07/2017	Claims	1	EFT	CHEVRON AND TEXACO BUSI CARD SVCS	2,921.78	FUEL
683	03/07/2017	Claims	1	EFT	HOME DEPOT CREDIT SERVICES	1,513.39	MATERIALS
684	03/07/2017	Claims	1	23887	1000BULBSCOM	108.26	LLML BULBS
685	03/07/2017	Claims	1	23888	ACUSHNET COMPANY	1,723.88	PRO SHOP ITEMS
686	03/07/2017	Claims	1	23889	KATRINA ALLEN	35.19	MILEAGE JAN
687	03/07/2017	Claims	1	23890	AMERICAN ON-SITE SERVICES	195.00	PORTABLE RESTROOMS
688	03/07/2017	Claims	1	23891	AVISTA UTILITIES	430.25	COMMUNITY MESSAGE SIGN INSTALL ELECTRICAL SVC
689	03/07/2017	Claims	1	23892	JAMES M BILLINGSLEY	175.00	CARCASS REMOVAL APPLEWAY/ROCKY HILL
690	03/07/2017	Claims	1	23893	BLACK CLOVER LLC	836.50	PRO SHOP ITEMS
691	03/07/2017	Claims	1	23894	BTAC ACQUISITION CORP	343.78	BOOKS
692	03/07/2017	Claims	1	23895	CITY OF COEUR D'ALENE	20.00	CARY WORKSHOP REGISTRATION
693	03/07/2017	Claims	1	23896	CITY OF POST FALLS	500.00	ANNUAL LPR FEE
694	03/07/2017	Claims	1	23897	DENNIS A COCCHIARELLA	60.58	UTILITY TAX REBATE 2016
695	03/07/2017	Claims	1	23898	COUNTRY LOCK & KEY INC	109.24	JEEP, CHEVY TAHOE KEYS
696	03/07/2017	Claims	1	23899	DEMCO	606.04	MATERIALS
697	03/07/2017	Claims	1	23900	DIRECTV	173.97	SATELLITE TV 2/9-3/8
698	03/07/2017	Claims	1	23901	ERANGE INC	365.00	ANNUAL SUPPORT
699	03/07/2017	Claims	1	23902	EVERGREEN STATE TOWING	108.70	TOW '08 SUBARU FORESTER
700	03/07/2017	Claims	1	23903	FASTENAL COMPANY	3.43	MATERIALS
701	03/07/2017	Claims	1	23904	GALLS LLC	2,030.86	UNIFORMS; BADGES
702	03/07/2017	Claims	1	23905	WAYNE A HAMMOND	132.50	ANNUAL BLDG OFFICIALS SHORT COURSE LEAVENWORTH CHELAN COUNTY
703	03/07/2017	Claims	1	23906	HORIZON	350.44	MATERIALS
704	03/07/2017	Claims	1	23907	HRA VEBA TRUST	4,000.02	CONTRIBUTIONS
705	03/07/2017	Claims	1	23908	JEFFREYS APPLIANCE SERVICE	164.03	REPAIR WHIRLPOOL WASHER
706	03/07/2017	Claims	1	23909	LIBERTY LAKE SEWER AND WATER DISTRICT	1,459.12	UTILITIES
707	03/07/2017	Claims	1	23910	LITWIN BOOKS LLC	175.00	PERCY REGISTRATION EASY PATRON SURVEYS
708	03/07/2017	Claims	1	23911	NEWEGG BUSINESS INC	41.37	CABLE REPLACEMENTS
709	03/07/2017	Claims	1	23912	O'REILLY AUTO PARTS	26.11	MATERIALS
710	03/07/2017	Claims	1	23913	OFFICE DEPOT	210.82	SUPPLIES
711	03/07/2017	Claims	1	23914	ON TARGET SOLUTIONS GROUP INC	250.00	MORGAN, JONES TRNG
712	03/07/2017	Claims	1	23915	PEPLINSKI EXCAVATION INC	3,462.03	SERVICES
713	03/07/2017	Claims	1	23916	JOAN PETERS	672.00	REC CLASSES 2/1-28/17
714	03/07/2017	Claims	1	23917	STEPHEN K PETERSON	315.29	MILEAGE JAN,OLYMPIA FLY IN MILEAGE,EXPENSES,PER DIEM OLYMPIA
715	03/07/2017	Claims	1	23918	PLANET TURF	391.32	MATERIALS
716	03/07/2017	Claims	1	23919	PTERA INC	2,625.57	PHONES 3/1-31/17
717	03/07/2017	Claims	1	23920	PYRO SPECTACULARS NORTH INC	5,080.00	DEPOSIT JULY 4 FIREWORKS
718	03/07/2017	Claims	1	23921	QUALITY SERVICES INC	154.00	IEP PASSES 41977&41978
719	03/07/2017	Claims	1	23922	SPOKANE COUNTY TREASURER	5,884.26	SERVICES

CHECK REGISTER

CITY OF LIBERTY LAKE

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03/01/2017 To: 03/31/2017

Time: 15:59:56 Date: 03/01/2017

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
720	03/07/2017	Claims	1	23923	SPOKANE HOUSE OF HOSE INC	43.08	MATERIALS
721	03/07/2017	Claims	1	23924	SPOKANE OVERHEAD DOOR INC	576.11	DBL SPRING COMMERCIAL SVC CALL
722	03/07/2017	Claims	1	23925	STONECREEK LAND DESIGN & DEVELOPMENT	9,796.00	SERVICES
723	03/07/2017	Claims	1	23926	SUPPLYWORKS	42.34	JANITORIAL SUPPLIES
724	03/07/2017	Claims	1	23927	SZEN CORP	1,600.00	ANNUAL SUPPORT & ENHANCEMENT PROGRAM
725	03/07/2017	Claims	1	23928	THE WEATHER APPAREL COMPANY LLC	387.01	PRO SHOP ITEMS
726	03/07/2017	Claims	1	23929	TIRE-RAMA	75.97	SERVICES
727	03/07/2017	Claims	1	23930	RODOLFO TORRES	132.50	ANNUAL BLDG OFFICIALS SHORT COURSE LEAVENWORTH CHALAN COUNTY
728	03/07/2017	Claims	1	23931	ZW USA INC	117.00	LITTER BAGS
001 General Fund						28,631.52	
110 Street Fund						12,027.24	
335 Community Messaging Fund						430.25	
410 Stormwater Utility Fund						3,214.41	
420 Golf Operations Fund						6,121.32	
						<hr/>	
							Claims: 50,424.74
* Transaction Has Mixed Revenue And Expense Accounts						50,424.74	

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

City Clerk

Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

City Clerk

Date



AGENDA ITEM NO.: 10Bi

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Purchase of Bobcat S650 T4 Skid Steer Loader

FOR THE AGENDA OF: March 7, 2017

DEPT. OF ORIGIN: Parks/Golf/Streets

EXHIBIT:

A – Quote for Bobcat S650 T4 Skid Steer Loader
B – Specs for Bobcat S650 T4 Skid Steer Loader
C – Photo of Bobcat S650 T4 Skid Steer Loader

DEPT. HEAD APPROVAL: Katy Allen

EXPENDITURE REQUIRED:	\$55,418.44
BUDGETED:	Included in the 2017 Budget

SUMMARY STATEMENT

The City desires to purchase a Bobcat S650 T4 Skid Steer Loader. This purchase will be a new addition to the maintenance fleet and will allow us year round usage for tasks such as irrigation maintenance, tree plantings and removals, snow removal, leaf and debris cleanup and much more. Maintenance crews had the opportunity to demo three different brands of machines on city property and chose the Bobcat brand as the most suitable for staff and task needs. During the demo process crews (including Jen) tested it on snow removal, curb cleanup of ice and snow for drain clearing, and scraping of ice on solid surfaces. This machine will handle tasks that the larger tractors will not and is a very precise piece of machinery. The Bobcat was the lowest of three bids. This item is included in the 2017 budget.

RECOMMENDED ACTION

1. Authorize the Mayor to sign to Purchase Agreement.



Product Quotation

Quotation Number: 26911D026967

Date: 2017-02-16 14:11:39

Ship to	Bobcat Dealer	Bill To
City of Liberty Lake Attn: Trevor Ragan Liberty Lake, WA 99899	Bobcat of Spokane, Spokane, WA 10211 W WESTBOW BLVD SPOKANE, WA 99224 Phone: 509-321-0289 Fax: 509-321-0288 Contact: Reese Dickinson Phone: 509-321-0289 Cellular: 509 710 7361 E Mail: reesedickinson@bobcat-spo.com	City of Liberty Lake Attn: Trevor Ragan Liberty Lake, WA 99899

Description	Part No	Qty	Price Ea.	Total
S650 T4 Bobcat Skid-Steer Loader	M0269	1	\$48,338.00	\$48,338.00
74 HP Tier 4 Turbo Diesel Engine			Lift Arm Support	
Auxiliary Hydraulics: Variable Flow			Lift Path: Vertical	
Backup Alarm			Lights, Front and Rear	
Bob-Tach			Operator Cab	
Bobcat Interlock Control System (BICS)			Includes: Adjustable Suspension Seat, Top and	
Controls: Bobcat Standard			Rear Windows, Parking Brake, Seat Bar, Seat	
Cylinder Cushioning - Lift, Tilt			Belt	
Engine/Hydraulic Systems Shutdown			Roll Over Protective Structure (ROPS) meets	
Glow Plugs (Automatically Activated)			SAE-J1040 and ISO 3471	
Horn			Falling Object Protective Structure (FOPS)	
Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM			meets SAE-J1043 and ISO 3449, Level I;	
and Warning Lights			(Level II is available through Bobcat Parts)	
			Spark Arrestor Exhaust System	
			Tires: 12-16.5 12 PR Bobcat Heavy Duty	
			Warranty: 12 Months, Unlimited Hours	
A71 Option Package	M0269- P01-A71	1	\$6,108.00	\$6,108.00
Cab enclosure with Heat and AC			Attachment Control Kit	
Deluxe Instrument Panel			Cab Accessories Package	
Keyless Start				
Power Bob-Tach				
Sound Reduction				
Selectable Joystick Controls (SJC)	M0269- R01-C04	1	\$945.00	\$945.00
High Flow Hydraulics	M0269- R03-C03	1	\$1,883.00	\$1,883.00
Two Speed	M0269- R04-C02	1	\$1,582.00	\$1,582.00
Air Ride Seat 3 pt Belt	M0269- R05-C12	1	\$314.00	\$314.00
Automatic Ride Control	M0269- R33-C02	1	\$595.00	\$595.00
Four-Way Flasher / Turn Signal Kit	7128338	1	\$628.09	\$628.09
74" Low Profile Bucket	6731421	1	\$1,146.00	\$1,146.00
--- Bolt-On Cutting Edge, 74"	6718007	1	\$222.10	\$222.10
30C Auger Drive Unit	6809445	1	\$2,295.50	\$2,295.50
--- Auger Mounting Frame - Loaders and	6812980	1	\$426.00	\$426.00
Compact Tractors				
--- Standard Duty Bit, 6"	6666891	1	\$268.79	\$268.79
--- Standard Duty Bit, 12"	6666893	1	\$378.79	\$378.79

SB240 Snowblower - 72" Width	M7005	1	\$6,443.50	\$6,443.50
--- 9.6 Hyd Motor Package (25 - 31 gpm)	M7005-R01-C04	1	\$1,190.00	\$1,190.00
Description	Part No	Qty	Price Ea.	Total
Multi terrain tires swap		1	\$760.00	\$760.00
Fill tires		4	\$400.00	\$1,600.00
Rear view camera		1	\$620.00	\$620.00

Total of Items Quoted	\$75,743.77
Bobcat Corporate 35% Municipal Discount	(\$24,760.84)
Sales total before Taxes	\$50,982.93
Taxes: Spokane County 8.7%	\$4,435.51
Quote Total - US dollars	\$55,418.44

Notes :

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.
Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance: Purchase Order: _____

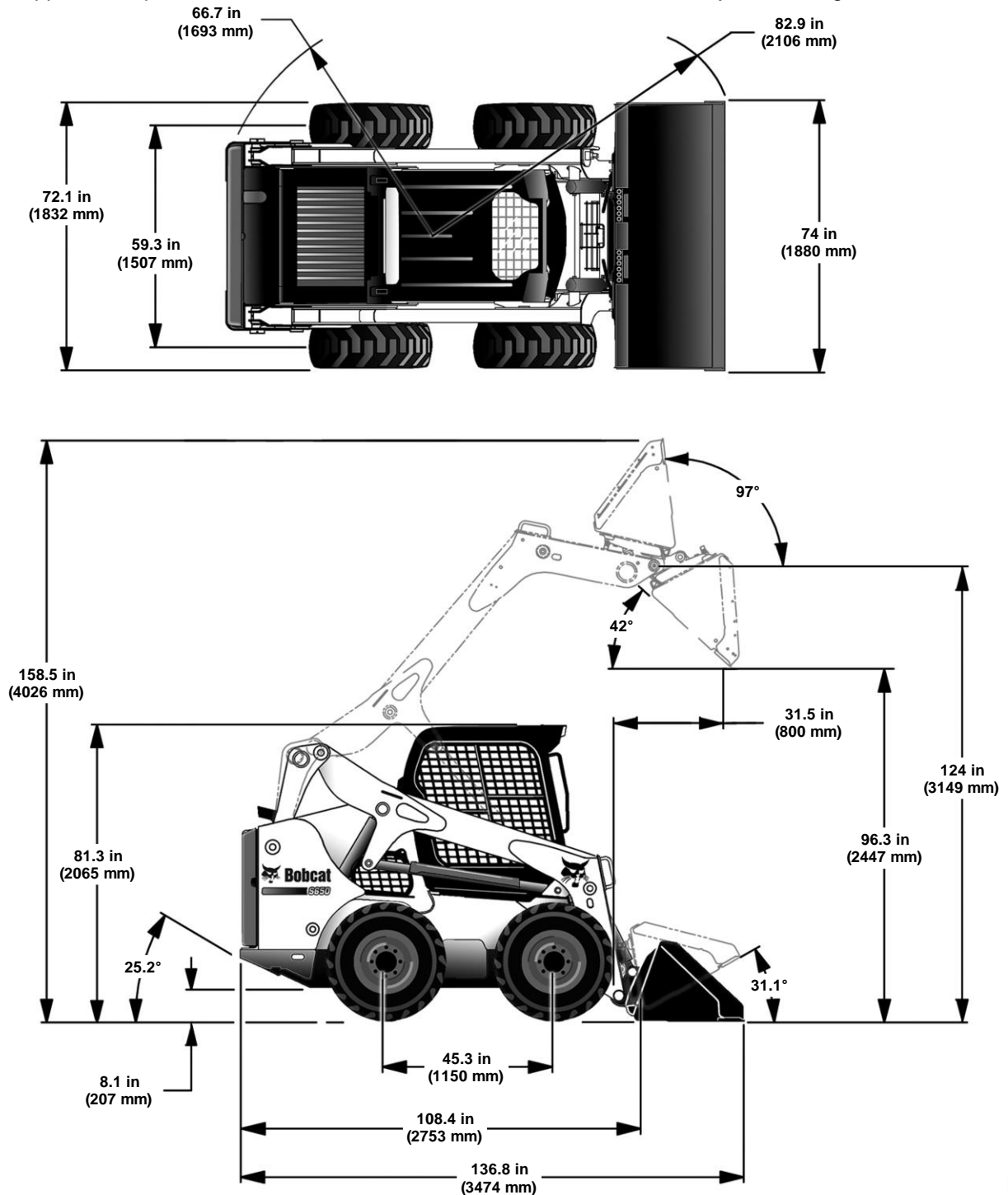
Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____

(S650) LOADER SPECIFICATIONS

Machine Dimensions

- Dimensions are given for loader equipped with standard tires and 74 in. Construction and Industrial bucket and may vary with other bucket types.
- Where applicable, specifications conform to SAE or ISO standards and are subject to change without notice.



NA9099

Changes of structure or weight distribution of the loader can cause changes in control and steering response, and can cause failure of the loader parts.

(S650) LOADER SPECIFICATIONS (CONT'D)

Performance

Rated Operating Capacity	2690 lb (1220 kg)
with 200 Pound Frame Mounted Counterweight Kit	2840 lb (1288 kg)
with 300 Pound Frame Mounted Counterweight Kit	2890 lb (1311 kg)
Tipping Load	5380 lb (2440 kg)
Operating Weight	8061 lb (3657 kg)
Breakout Force – Lift	5080 lb (2304 kg)
Breakout Force – Tilt	5138 lb (2331 kg)
Travel Speed:	
– Single Speed Loader	0 – 7.1 mph (0 – 11,4 km/h)
– Two-Speed Loader (Option):	
Low Range	0 – 7.1 mph (0 – 11,4 km/h)
High Range	0 – 12.3 mph (0 – 19,8 km/h)

Engine

Make / Model	Bobcat Engine / 2,4L Bobcat Engine Tier 4
Fuel / Cooling	Diesel / Liquid
Horsepower:	
– ISO 9249 EEC / SAE J1349 Net	70.0 hp (52,2 kW) @ 2600 rpm
– ISO 14396 Gross	72.8 hp (54,3 kW) @ 2600 rpm
– SAE J1995 Gross	74.0 hp (55,2 kW) @ 2600 rpm
Torque:	
– ISO 9249 EEC / SAE J1349 Net	198.2 ft-lb (268,7 N•m) @ 1800 rpm
– SAE J1995 Gross	206.5 ft-lb (280,0 N•m) @ 1800 rpm
Low Idle rpm	1125 – 1175
High Idle rpm	2600
Number of Cylinders	4
Displacement	146.0 in ³ (2392 cm ³)
Bore / Stroke	3.543 in / 3.701 in (90 mm / 94 mm)
Lubrication	Gear Pump Pressure System with Filter
Crankcase Ventilation	Closed Breathing
Air Cleaner	Dry replaceable paper cartridge with separate safety element
Ignition	Diesel – Compression
Air Induction	Turbo-Charged and Charged Air Cooled
Engine Coolant	Propylene Glycol / Water Mixture
Starting Aid	Glow plugs automatically activated as needed in RUN position

(S650) LOADER SPECIFICATIONS (CONT'D)

Drive System

Main Drive	Fully hydrostatic, 4-wheel drive
Transmission	Infinitely variable tandem hydrostatic piston pumps, driving two fully reversing hydrostatic motors
Final Drive	Prestressed #120 HSOC endless roller chain (no master link) and sprockets in sealed chaincase with oil lubrication (Chains do not require periodic adjustments) Two chains per side with no idler sprocket
Axle Size	2.70 in (68,6 mm), heat treated
Wheel Bolts	Eight – 9/16 in. wheel bolts fixed to axle hubs

Controls

Machine Steering	Direction and speed controlled by two hand operated steering levers or optional joystick(s)
Loader Hydraulics: <ul style="list-style-type: none">– Lift and Tilt– Front Auxiliary– Rear Auxiliary (Option)	Controlled by separate foot pedals or optional Advanced Control System (ACS) or optional Selectable Joystick Controls (SJC) Controlled by electrical switch on Right Hand steering lever or joystick Controlled by electrical switch on Left Hand steering lever or joystick
Auxiliary Pressure Release	Pressure relieved through quick couplers; Push couplers in, hold for 5 seconds
Engine	Hand operated speed control, additional foot operated speed control pedal with SJC option; key-type start switch or optional Keyless Start Panel or optional Deluxe Instrumentation Panel and function error shutdown
Service Brake	Two independent hydrostatic systems controlled by two hand operated steering levers or optional joystick(s)
Secondary Brake	One of the hydrostatic transmissions
Parking Brake (Standard)	Mechanical disc activated by manually operated switch on left instrument panel
Parking Brake (Two-Speed Option)	Spring applied pressure release multi-disc brake activated by manually operated switch on left instrument panel

(S650) LOADER SPECIFICATIONS (CONT'D)**Hydraulic System**

Pump Type	Engine driven, gear type
Pump Capacity – Standard-Flow	23.0 U.S. gpm (87,1 L/min)
Pump Capacity – High-Flow (Option)	30.5 U.S. gpm (115,5 L/min)
System Relief at Quick Couplers	3450 – 3550 psi (23,8 – 24,5 MPa) (238 – 245 bar)
Filter (Hydraulic / Hydrostatic)	Replaceable beta 10 micron = 200, drop in element
Filter (Charge)	Replaceable beta 10 micron = 200, drop in element
Hydraulic Cylinders: Lift Cylinder (2): Bore Diameter Rod Diameter Stroke Tilt Cylinder (2): Bore Diameter Rod Diameter Stroke	Double-acting; tilt cylinders have cushioning feature on dump and rollback 3.00 in (76,2 mm) 1.75 in (44,5 mm) 24.93 in (633,2 mm) 3.00 in (76,2 mm) 1.50 in (38,1 mm) 13.97 in (354,8 mm)
Control Valve – Standard	3-Spool, open center, manually operated with spring detent for lift float; Electrically controlled auxiliary spool
Control Valve – ACS and SJC	3-Spool, open center with electric actuator controlled lift with float and tilt; Electrically controlled auxiliary spool
Fluid Lines	SAE Standard tubelines, hoses, and fittings
Fluid Type	BOBCAT FLUID, Hydraulic / Hydrostatic 6903117 – (Two – 2.5 U.S. gal) 6903118 – (5 U.S. gal) 6903119 – (55 U.S. gal)
Hydraulic Function Time: Raise Lift Arms Lower Lift Arms Bucket Dump Bucket Rollback	 3.9 seconds 2.6 seconds 2.3 seconds 1.7 seconds

(S650) LOADER SPECIFICATIONS (CONT'D)

Electrical System

Alternator	Belt driven, 90 amperes, open frame
Battery	12 volt, 950 cold cranking amperes @ 0°F (-18°C), 180 minute reserve capacity @ 25 amperes
Starter	12 volt, gear type, 4.02 hp (3,0 kW)
Instrumentation	<p>Gauges:</p> <p>Engine Coolant Temperature and Fuel Level</p> <p>Warning lights:</p> <p>Fuel Level, Seat Belt, Engine Coolant Temperature, Engine Malfunction, Hydraulic System Malfunction, Diesel Particulate Filter (DPF) / Diesel Exhaust Fluid (DEF), and General Warning</p> <p>Indicators:</p> <p>BICS™ Functions, Two-Speed, 3-Point Restraint, and Turn Signals</p> <p>Data Display:</p> <p>Operating Hours, Engine rpm, Speed Management Setting, Maintenance Clock Countdown, Battery Voltage, Service Codes, Engine Preheat Countdown, Lift and Tilt Compensation Setting, Steering Drift Compensation Setting, and Drive Response Setting</p> <p>Other:</p> <p>Audible Alarm, Lights, and Option / Accessory Switches</p> <p>Optional Deluxe Instrumentation Panel:</p> <p>*Additional displays for: Engine rpm, Engine Coolant Temperature, Engine Oil Pressure, System Voltage, Hydraulic Fluid Temperature, and Hydrostatic Charge Pressure</p> <p>*Additional Features Included: Keyless Start, Digital Clock, Job Clock, Password Lockout, Multiple-Language Display, Help Screens, Diagnostic Capability, and Engine / Hydraulic Systems Shutdown Function</p>

(S650) LOADER SPECIFICATIONS (CONT'D)

Capacities

Fuel	27.5 U.S. gal (104,1 L)
Engine Oil with Filter Change	9.7 qt (9,2 L)
Engine Cooling System with Heater	3.1 U.S. gal (11,8 L)
Engine Cooling System without Heater	3.0 U.S. gal (11,4 L)
Hydraulic / Hydrostatic Reservoir	2.7 U.S. gal (10,2 L)
Hydraulic / Hydrostatic System	11.9 U.S. gal (45,0 L)
Chaincase Reservoir	10.35 U.S. gal (39,2 L)
Air Conditioning Refrigerant (R-134a)	1.5 lb (0,68 kg)

Tires

Heavy Duty (Standard)	12.00 – 16.5, 12 Ply Rating
Heavy Duty Offset (Option)	12.00 – 16.5, 12 Ply Rating
Heavy Duty Poly Fill (Option)	12.00 – 16.5, 12 Ply Rating
Severe Duty (Option)	12.00 – 16.5, 12 Ply Rating
Severe Duty Poly Fill (Option)	12.00 – 16.5, 12 Ply Rating
Solidflex (Option)	33 x 6 x 11
Super Float (Option)	33 x 15.50 – 16.5, 12 Ply Rating
Recommended Pressure	Inflate tires to MAXIMUM pressure shown on the sidewall of the tire; DO NOT mix brands of tires used on the same loader





AGENDA ITEM NO.: 10bii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT: Bid Award for Liberty Lake Road
Restoration Project

FOR THE AGENDA OF: March 7, 2017

DEPT. HEAD APPROVAL:

DEPT. OF ORIGIN: Public Works

EXHIBIT: Bid Tabulation, Contract

<u>EXPENDITURE REQUIRED:</u>	Yes
<u>BUDGETED:</u>	Yes

SUMMARY STATEMENT

Bids were opened on 2-23-17 for the Liberty Lake Road Restoration Project after a public bid process. The project will rebuild two signals and five lanes of pavement on Liberty Lake Road from Appleway Avenue to Country Vista Dr. The work will include lighting and vegetation.

The low bidder for this project is Rolling Rock Excavation, Inc. The Bidder meets all required criteria. The base bid amount is \$1,306,032.15. Bid Additive 1 for night construction is \$33,500.00. The Bid Additive 2 for the intersection work at Liberty Lake Road and Appleway Avenue is \$88,834.26. The total amount for the Bid Additive 3 for the reclaimed water crossings is \$51,103.67. The total of Base Bid plus Additives is \$1,479,470.08. The Engineer's Estimate for the work was \$1,460,655.16. The low bid is within our budget.

Bids were competitive and staff recommends awarding the Base Bid and Additives 1, 2, and 3.

RECOMMENDED ACTION

Staff recommends:

1. Award the Base Bid, Additives 1, 2, and 3 for a total amount of \$1,479,470.08.
2. Approve an Owner's construction contingency of 5% (\$74,000) that will be managed by staff to effectively complete the project.

LIBERTY LAKE ROAD RESTORATION

BID TABULATION

CITY OF LIBERTY LAKE, WA

OPENING DATE: 2-23-17

PREPARED BY: ANDREW STAPLES, CITY ENGINEER 

ITEM NO.	SPEC NO.	DESCRIPTION	ESTD. QTY	UNIT	Rolling Rock Excavation, Inc.		Inland Asphalt Company		Wm. Winkler Company	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1-05	PROJECT SURVEY AND STAKEOUT	1	L.S.	\$ 9,200.00	\$ 9,200.00	\$ 18,500.00	\$ 18,500.00	\$ 26,472.00	\$ 26,472.00
2	1-06	MATERIAL TESTING	1	L.S.	\$ 22,670.00	\$ 22,670.00	\$ 14,575.00	\$ 14,575.00	\$ 30,642.00	\$ 30,642.00
3	1-09	MOBILIZATION	1	L.S.	\$ 78,000.00	\$ 78,000.00	\$ 74,000.00	\$ 74,000.00	\$ 118,503.00	\$ 118,503.00
4	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 33,600.00	\$ 33,600.00	\$ 115,725.00	\$ 115,725.00	\$ 218,909.00	\$ 218,909.00
5	2-01	CLEARING & GRUBBING	0.17	A.C.	\$ 8,200.00	\$ 1,394.00	\$ 43,000.00	\$ 7,310.00	\$ 31,537.00	\$ 5,361.29
6	2-02	REMOVING ASPHALT CONC. PAVEMENT	11,607	S.Y.	\$ 2.55	\$ 29,597.85	\$ 3.90	\$ 45,267.30	\$ 3.40	\$ 39,463.80
7	2-02	REMOVING CEMENT CONC. PAVEMENT	119	L.S.	\$ 15.00	\$ 1,785.00	\$ 9.00	\$ 1,071.00	\$ 15.00	\$ 1,785.00
8	2-02	REMOVING CEMENT CONC. CURB	1,070	L.F.	\$ 2.50	\$ 2,675.00	\$ 11.00	\$ 11,770.00	\$ 3.50	\$ 3,745.00
9	2-02	REMOVING CEMENT CONC. SIDEWALK	327	S.Y.	\$ 2.70	\$ 882.90	\$ 26.00	\$ 8,502.00	\$ 11.00	\$ 3,597.00
10	2-02	REMOVING OF STRUCTURE AND OBSTRUCTION	1	L.S.	\$ 3,300.00	\$ 3,300.00	\$ 925.00	\$ 925.00	\$ 6,517.00	\$ 6,517.00
11	2-02	SAWCUT FLEXIBLE PAVEMENT	627	L.F.	\$ 1.50	\$ 940.50	\$ 1.80	\$ 1,128.60	\$ 1.90	\$ 1,191.30
12	2-02	SAWCUT RIGID PAVEMENT	22	L.F.	\$ 4.60	\$ 101.20	\$ 3.70	\$ 81.40	\$ 11.50	\$ 253.00
13	2-02	SAWCUT CONC. CURB	40	EACH	\$ 21.00	\$ 840.00	\$ 28.00	\$ 1,120.00	\$ 25.50	\$ 1,020.00
14	2-03	COMMON BORROW, INCL. HAUL	470	C.Y.	\$ 23.50	\$ 11,045.00	\$ 27.40	\$ 12,878.00	\$ 26.50	\$ 12,455.00
15	2-03	EMBANKMENT COMPACTION	470	C.Y.	\$ 8.50	\$ 3,995.00	\$ 13.60	\$ 6,392.00	\$ 4.70	\$ 2,209.00
16	2-03	ROADWAY EXCAVATION, INCL. HAUL	550	C.Y.	\$ 28.00	\$ 15,400.00	\$ 41.00	\$ 22,550.00	\$ 28.00	\$ 15,400.00
17	4-04	CRUSHED SURFACING BASE COURSE	147	C.Y.	\$ 49.00	\$ 7,203.00	\$ 56.00	\$ 8,232.00	\$ 55.00	\$ 8,085.00
18	4-04	CRUSHED SURFACING TOP COURSE	495	C.Y.	\$ 56.00	\$ 27,720.00	\$ 56.00	\$ 27,720.00	\$ 43.50	\$ 21,532.50
19	4-05	CEMENT SPREADING AND MIXING	8,240	S.Y.	\$ 2.40	\$ 19,776.00	\$ 1.80	\$ 14,832.00	\$ 2.10	\$ 17,304.00
20	4-05	PORTLAND CEMENT, TYPE II	135	TON	\$ 160.00	\$ 21,600.00	\$ 160.00	\$ 21,600.00	\$ 198.00	\$ 26,730.00
21	4-05	SHAPING AND COMPACTION	8,240	S.Y.	\$ 4.90	\$ 40,376.00	\$ 6.00	\$ 49,440.00	\$ 2.90	\$ 23,896.00
22	5-04	HMA C1/2" PG 70-28, 0.33 FT DEPTH	8,240	S.Y.	\$ 17.60	\$ 145,024.00	\$ 17.40	\$ 143,376.00	\$ 23.50	\$ 193,640.00
23	5-04	HMA C1/2" PG 70-28, 0.37 FT DEPTH	2,236	S.Y.	\$ 25.00	\$ 55,900.00	\$ 24.75	\$ 55,341.00	\$ 29.50	\$ 65,962.00
24	5-05	CEMENT CONC PAVEMENT	25	C.Y.	\$ 315.00	\$ 7,875.00	\$ 330.00	\$ 8,250.00	\$ 438.00	\$ 10,950.00
25	7-05	ADJUST MANHOLE	5	EACH	\$ 700.00	\$ 3,500.00	\$ 1,100.00	\$ 5,500.00	\$ 459.00	\$ 2,295.00
26	7-05	ADJUST STORM STRUCTURE	2	EACH	\$ 700.00	\$ 1,400.00	\$ 1,040.00	\$ 2,080.00	\$ 459.00	\$ 918.00
27	7-05	CURB INLET TYPE 1	3	EACH	\$ 126.00	\$ 378.00	\$ 120.00	\$ 360.00	\$ 88.50	\$ 265.50
28	7-05	CURB INLET TYPE 2	2	EACH	\$ 1,265.00	\$ 2,530.00	\$ 1,300.00	\$ 2,600.00	\$ 1,178.00	\$ 2,356.00
29	7-05	CURB INLET TYPE 4	3	EACH	\$ 2,200.00	\$ 6,600.00	\$ 2,460.00	\$ 7,380.00	\$ 1,784.00	\$ 5,352.00
30	7-12	ADJUST EXISTING WATER VALVE TO GRADE	4	EACH	\$ 500.00	\$ 2,000.00	\$ 1,030.00	\$ 4,120.00	\$ 468.00	\$ 1,872.00
31	8-01	EROSION/WATER POLLUTION CONTROL	1	F.A.	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
32	8-01	ESC LEAD	60	DAY	\$ 40.00	\$ 2,400.00	\$ 70.00	\$ 4,200.00	\$ 59.00	\$ 3,540.00
33	8-01	INLET PROTECTION	20	EACH	\$ 115.00	\$ 2,300.00	\$ 163.00	\$ 3,260.00	\$ 97.50	\$ 1,950.00
34	8-02	LANDSCAPE MATERIALS	1	L.S.	\$ 36,300.00	\$ 36,300.00	\$ 43,335.00	\$ 43,335.00	\$ 51,003.00	\$ 51,003.00
35	8-02	TOPSOIL TYPE A	150	C.Y.	\$ 98.00	\$ 14,700.00	\$ 31.50	\$ 4,725.00	\$ 37.00	\$ 5,550.00
36	8-03	IRRIGATION SYSTEM	1	L.S.	\$ 52,500.00	\$ 52,500.00	\$ 46,500.00	\$ 46,500.00	\$ 61,170.00	\$ 61,170.00
37	8-04	CEMENT CONC PEDESTRIAN CURB	74	L.F.	\$ 18.20	\$ 1,346.80	\$ 21.75	\$ 1,609.50	\$ 23.50	\$ 1,739.00
38	8-04	CEMENT CONCRETE CURB TYPE "A"	1,892	L.F.	\$ 14.40	\$ 27,244.80	\$ 16.30	\$ 30,839.60	\$ 31.50	\$ 59,598.00
39	8-04	CEMENT CONCRETE CURB TYPE "B"	582	L.F.	\$ 25.00	\$ 14,550.00	\$ 25.00	\$ 14,550.00	\$ 38.00	\$ 22,116.00
40	8-04	DUAL-FACED CEMENT CONC TRAFFIC CURB	70	L.F.	\$ 35.50	\$ 2,485.00	\$ 91.00	\$ 6,370.00	\$ 40.50	\$ 2,835.00
41	8-04	CEMENT CONCRETE CURB WALL A	20	L.F.	\$ 52.00	\$ 1,040.00	\$ 49.00	\$ 980.00	\$ 65.00	\$ 1,300.00
42	8-04	CEMENT CONCRETE CURB WALL B	24	L.F.	\$ 52.00	\$ 1,248.00	\$ 71.00	\$ 1,704.00	\$ 59.00	\$ 1,416.00
43	8-10	FLEXIBLE GUIDE POST	12	EACH	\$ 63.00	\$ 756.00	\$ 67.00	\$ 804.00	\$ 147.00	\$ 1,764.00
44	8-14	CEMENT CONC. CURB RAMP TYPE PARALLEL A	6	EACH	\$ 1,420.00	\$ 8,520.00	\$ 1,040.00	\$ 6,240.00	\$ 1,743.00	\$ 10,458.00

45	8-14	CEMENT CONC. CURB RAMP TYPE	10	EACH	\$	1,110.00	\$	11,100.00	\$	1,040.00	\$	10,400.00	\$	1,743.00	\$	17,430.00
46	8-14	CEMENT CONC. SIDEWALK	672	S.Y.	\$	29.10	\$	19,555.20	\$	34.00	\$	22,848.00	\$	65.00	\$	43,680.00
47	8-14	DETECTABLE WARNING SURFACE	222	S.F.	\$	42.45	\$	9,423.90	\$	48.80	\$	10,833.60	\$	38.00	\$	8,436.00
48	8-20	ILLUMINATION SYSTEM, LIBERTY LAKE ROAD	1	L.S.	\$	56,600.00	\$	56,600.00	\$	39,800.00	\$	39,800.00	\$	53,605.00	\$	53,605.00
49	8-20	TRAFFIC SIGNAL SYSTEM, LIBERTY LAKE &	1	L.S.	\$	185,000.00	\$	185,000.00	\$	202,000.00	\$	202,000.00	\$	240,533.00	\$	240,533.00
50	8-20	TRAFFIC SIGNAL SYSTEM, LIBERTY LAKE &	1	L.S.	\$	144,000.00	\$	144,000.00	\$	159,500.00	\$	159,500.00	\$	188,512.00	\$	188,512.00
51	8-21	PERMANENT SIGNING	1	L.S.	\$	7,200.00	\$	7,200.00	\$	7,650.00	\$	7,650.00	\$	9,583.00	\$	9,583.00
52	8-22	PAINTED LINE	2,904	L.F.	\$	1.40	\$	4,065.60	\$	1.50	\$	4,356.00	\$	0.50	\$	1,452.00
53	8-22	PAINTED BICYCLE LANE SYMBOL	12	EACH	\$	63.00	\$	756.00	\$	67.00	\$	804.00	\$	76.50	\$	918.00
54	8-22	PAINTED CROSSWALK LINE	1,730	S.F.	\$	2.42	\$	4,186.60	\$	2.60	\$	4,498.00	\$	3.50	\$	6,055.00
55	8-22	PAINTED STOP LINE	244	L.F.	\$	3.70	\$	902.80	\$	3.95	\$	963.80	\$	5.80	\$	1,415.20
56	8-22	PAINTED TRAFFIC ARROW	14	EACH	\$	39.00	\$	546.00	\$	42.00	\$	588.00	\$	57.50	\$	805.00
57	8-22	PAINTED WIDE DOTTED EXTENSION LINE	100	L.F.	\$	0.77	\$	77.00	\$	0.80	\$	80.00	\$	3.60	\$	360.00
58	8-22	PAINTED WIDE LANE LINE	2,876	L.F.	\$	0.38	\$	1,092.88	\$	0.40	\$	1,150.40	\$	0.65	\$	1,869.40
59	8-22	REMOVING PAINT LINE	1,500	L.F.	\$	1.62	\$	2,430.00	\$	1.75	\$	2,625.00	\$	1.90	\$	2,850.00
60	8-23	TEMPORARY PAVEMENT MARKING - SHORT	3,000	L.F.	\$	0.41	\$	1,230.00	\$	0.55	\$	1,650.00	\$	0.50	\$	1,500.00
61	8-30	PROJECT IDENTIFICATION SIGN	1	EACH	\$	1,700.00	\$	1,700.00	\$	975.00	\$	975.00	\$	1,278.00	\$	1,278.00
62		NIGHT WORK - COUNTRY VISTA INTERSECTION	1	L.S.	\$	10,000.00	\$	10,000.00	\$	7,900.00	\$	7,900.00	\$	24,451.00	\$	24,451.00
TOTAL SCHEDULE 1:							\$	1,182,566.03			\$	1,336,366.20			\$	1,697,853.99

63	1-05	PROJECT SURVEY AND STAKEOUT	1	L.S.	\$	1,100.00	\$	1,100.00	\$	1,265.00	\$	1,265.00	\$	1,890.00	\$	1,890.00
64	1-06	MATERIAL TESTING	1	L.S.	\$	5,050.00	\$	5,050.00	\$	3,425.00	\$	3,425.00	\$	3,320.00	\$	3,320.00
65	1-09	MOBILIZATION	1	L.S.	\$	6,300.00	\$	6,300.00	\$	15,375.00	\$	15,375.00	\$	8,178.00	\$	8,178.00
66	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$	18,500.00	\$	18,500.00	\$	13,680.00	\$	13,680.00	\$	14,857.00	\$	14,857.00
67	2-01	CLEARING & GRUBBING	0.22	A.C.	\$	6,500.00	\$	1,430.00	\$	27,000.00	\$	5,940.00	\$	17,384.00	\$	3,824.48
68	2-02	REMOVING ASPHALT CONC. PAVEMENT	400	S.Y.	\$	5.20	\$	2,080.00	\$	8.70	\$	3,480.00	\$	10.00	\$	4,000.00
69	2-02	REMOVING CEMENT CONC. CURB	84	L.F.	\$	2.90	\$	243.60	\$	11.50	\$	966.00	\$	3.80	\$	319.20
70	2-02	REMOVING CEMENT CONC. SIDEWALK	23	S.Y.	\$	9.00	\$	207.00	\$	16.00	\$	368.00	\$	10.50	\$	241.50
71	2-02	REMOVING OF STRUCTURE AND OBSTRUCTION	1	L.S.	\$	550.00	\$	550.00	\$	545.00	\$	545.00	\$	3,197.00	\$	3,197.00
72	2-02	SAWCUT FLEXIBLE PAVEMENT	755	L.F.	\$	1.50	\$	1,132.50	\$	1.80	\$	1,359.00	\$	1.90	\$	1,434.50
73	2-02	SAWCUT RIGID PAVEMENT	30	L.F.	\$	5.00	\$	150.00	\$	3.70	\$	111.00	\$	4.70	\$	141.00
74	2-02	SAWCUT CONC. CURB	7	EACH	\$	21.00	\$	147.00	\$	27.00	\$	189.00	\$	25.50	\$	178.50
75	2-03	COMMON BORROW, INCL. HAUL	30	C.Y.	\$	27.00	\$	810.00	\$	27.50	\$	825.00	\$	29.50	\$	885.00
76	2-03	EMBANKMENT COMPACTION	30	C.Y.	\$	13.00	\$	390.00	\$	13.50	\$	405.00	\$	4.70	\$	141.00
77	2-03	ROADWAY EXCAVATION, INCL. HAUL	450	C.Y.	\$	21.00	\$	9,450.00	\$	41.50	\$	18,675.00	\$	28.00	\$	12,600.00
78	4-04	CRUSHED SURFACING BASE COURSE	210	C.Y.	\$	42.00	\$	8,820.00	\$	54.50	\$	11,445.00	\$	57.00	\$	11,970.00
79	4-04	CRUSHED SURFACING TOP COURSE	17	C.Y.	\$	111.00	\$	1,887.00	\$	55.00	\$	935.00	\$	180.00	\$	3,060.00
80	5-04	HMA C1/2" PG 70-28, 0.37 FT DEPTH	42	S.Y.	\$	78.00	\$	3,276.00	\$	77.00	\$	3,234.00	\$	40.50	\$	1,701.00
81	5-04	HMA C1/2" PG 70-28, 0.67 FT DEPTH	675	S.Y.	\$	34.60	\$	23,355.00	\$	34.20	\$	23,085.00	\$	51.00	\$	34,425.00
82	8-01	EROSION/WATER POLLUTION CONTROL	1	F.A.	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00
83	8-02	LANDSCAPE MATERIALS	1	L.S.	\$	900.00	\$	900.00	\$	1,090.00	\$	1,090.00	\$	1,278.00	\$	1,278.00
84	8-02	TOPSOIL TYPE B	75	C.Y.	\$	20.00	\$	1,500.00	\$	34.50	\$	2,587.50	\$	41.00	\$	3,075.00
85	8-04	CEMENT CONCRETE CURB TYPE "A"	10	L.F.	\$	14.40	\$	144.00	\$	16.30	\$	163.00	\$	19.00	\$	190.00
86	8-04	CEMENT CONCRETE CURB TYPE "B"	75	L.F.	\$	25.10	\$	1,882.50	\$	25.00	\$	1,875.00	\$	38.50	\$	2,887.50
87	8-09	RECESSED PAVEMENT MARKER TYPE 2	0.2	HUND	\$	12,750.00	\$	2,550.00	\$	13,570.00	\$	2,714.00	\$	15,971.00	\$	3,194.20
88	8-14	CEMENT CONC. SIDEWALK	9	S.Y.	\$	29.10	\$	261.90	\$	34.00	\$	306.00	\$	65.00	\$	585.00
89	8-14	DETECTABLE WARNING SURFACE	12	S.F.	\$	42.45	\$	509.40	\$	49.00	\$	588.00	\$	35.00	\$	420.00
90	8-21	PERMANENT SIGNING	1	L.S.	\$	6,400.00	\$	6,400.00	\$	6,830.00	\$	6,830.00	\$	11,499.00	\$	11,499.00
91	8-22	PAINTED LINE	563	L.F.	\$	0.71	\$	399.73	\$	0.75	\$	422.25	\$	0.50	\$	281.50
92	8-22	PAINTED CROSSWALK LINE	240	S.F.	\$	2.45	\$	588.00	\$	2.60	\$	624.00	\$	3.50	\$	840.00
93	8-22	PAINTED STOP LINE	83	L.F.	\$	3.70	\$	307.10	\$	4.00	\$	332.00	\$	5.80	\$	481.40
94	8-22	PAINTED TRAFFIC ARROW	7	EACH	\$	40.00	\$	280.00	\$	42.00	\$	294.00	\$	57.50	\$	402.50
95	8-22	PAINTED WIDE DOTTED EXTENSION LINE	180	L.F.	\$	0.77	\$	138.60	\$	0.85	\$	153.00	\$	3.60	\$	648.00
96	8-22	PAINTED WIDE LANE LINE	236	L.F.	\$	0.61	\$	143.96	\$	0.65	\$	153.40	\$	0.65	\$	153.40

97	8-30	PROJECT IDENTIFICATION SIGN	1	EACH	\$ 1,700.00	\$ 1,700.00	\$ 975.00	\$ 975.00	\$ 1,278.00	\$ 1,278.00
98		NIGHT WORK - I-90 OFFRAMP	1	EACH	\$ 11,000.00	\$ 11,000.00	\$ 5,160.00	\$ 5,160.00	\$ 13,021.00	\$ 13,021.00
					SUBTOTAL SCHEDULE 2:	\$ 113,584.29		\$ 129,575.15		\$ 146,598.68
					8.7% SALES TAX:	\$ 9,881.83		\$ 11,273.04		\$ 12,754.09
					TOTAL SCHEDULE 2:	\$ 123,466.12		\$ 140,848.19		\$ 159,352.77
					(FROM ABOVE) TOTAL SCHEDULE 1:	\$ 1,182,566.03		\$ 1,336,366.20		\$ 1,697,853.99
					TOTAL BASE BID:	\$ 1,306,032.15		\$ 1,477,214.39		\$ 1,857,206.76

BID ADDITIVE 1

99		NIGHT WORK	1	L.S.	\$ 33,500.00	\$ 33,500.00	\$ 32,000.00	\$ 32,000.00	\$ 25,336.00	\$ 25,336.00
					TOTAL BID ADDITIVE 1:	\$ 33,500.00		\$ 32,000.00		\$ 25,336.00

BID ADDITIVE 2

100	1-05	PROJECT SURVEY AND STAKEOUT	1	L.S.	\$ 1,100.00	\$ 1,100.00	\$ 1,650.00	\$ 1,650.00	\$ 2,578.00	\$ 2,578.00
101	1-06	MATERIAL TESTING	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 3,350.00	\$ 3,350.00	\$ 1,917.00	\$ 1,917.00
102	1-09	MOBILIZATION	1	L.S.	\$ 4,000.00	\$ 4,000.00	\$ 9,700.00	\$ 9,700.00	\$ 2,019.00	\$ 2,019.00
103	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 3,500.00	\$ 3,500.00	\$ 7,950.00	\$ 7,950.00	\$ 38,855.00	\$ 38,855.00
104	2-02	REMOVING ASPHALT CONC. PAVEMENT	1,200	S.Y.	\$ 2.90	\$ 3,480.00	\$ 8.00	\$ 9,600.00	\$ 8.10	\$ 9,720.00
105	2-03	ROADWAY EXCAVATION, INCL. HAUL	267	C.Y.	\$ 16.00	\$ 4,272.00	\$ 79.00	\$ 21,093.00	\$ 28.00	\$ 7,476.00
106	4-04	CRUSHED SURFACING TOP COURSE	150	C.Y.	\$ 49.00	\$ 7,350.00	\$ 54.50	\$ 8,175.00	\$ 62.00	\$ 9,300.00
107	4-04	CRUSHED SURFACING BASE COURSE	167	C.Y.	\$ 50.00	\$ 8,350.00	\$ 54.50	\$ 9,101.50	\$ 62.00	\$ 10,354.00
108	5-04	HMA C1/2" PG 70-28, 0.37 FT DEPTH	1,200	S.Y.	\$ 27.55	\$ 33,060.00	\$ 27.25	\$ 32,700.00	\$ 29.50	\$ 35,400.00
109	7-05	ADJUST MANHOLE	1	EACH	\$ 700.00	\$ 700.00	\$ 1,070.00	\$ 1,070.00	\$ 274.00	\$ 274.00
110	8-22	PAINTED LINE	53	L.F.	\$ 2.85	\$ 151.05	\$ 3.00	\$ 159.00	\$ 0.50	\$ 26.50
111	8-22	PAINTED CROSSWALK LINE	640	S.F.	\$ 6.45	\$ 4,128.00	\$ 2.60	\$ 1,664.00	\$ 3.50	\$ 2,240.00
112	8-22	PAINTED STOP LINE	36	L.F.	\$ 3.70	\$ 133.20	\$ 4.00	\$ 144.00	\$ 5.80	\$ 208.80
113		NIGHT WORK - APPLEWAY INTERSECTION	1	L.S.	\$ 9,000.00	\$ 9,000.00	\$ 2,500.00	\$ 2,500.00	\$ 7,223.00	\$ 7,223.00
					SUBTOTAL BID ADDITIVE 2:	\$ 81,724.25		\$ 108,856.50		\$ 127,591.30
					8.7% SALES TAX:	\$ 7,110.01		\$ 9,470.52		\$ 11,100.44
					TOTAL BID ADDITIVE 2:	\$ 88,834.26		\$ 118,327.02		\$ 138,691.74

BID ADDITIVE 3

114		MOBILIZATION	1	L.S.	\$ 2,100.00	\$ 2,100.00	\$ 5,575.00	\$ 5,575.00	\$ 7,839.00	\$ 7,839.00
115		TRENCH EXCAVATION SAFETY SYSTEM	415	L.F.	\$ 1.80	\$ 747.00	\$ 2.00	\$ 830.00	\$ 2.50	\$ 1,037.50
116		IMPORTED PIPE BEDDING	415	L.F.	\$ 5.30	\$ 2,199.50	\$ 16.00	\$ 6,640.00	\$ 2.80	\$ 1,162.00
117		PVC C905 PIPE FOR RECLAIMED WATER MAIN, 14-24" SLEEVE FOR 14-INCH MAIN	415	L.F.	\$ 44.00	\$ 18,260.00	\$ 105.00	\$ 43,575.00	\$ 146.00	\$ 60,590.00
118		RECLAIMED WATER MAIN CONNECTION, NO. A	1	EACH	\$ 2,900.00	\$ 2,900.00	\$ 2,995.00	\$ 2,995.00	\$ 2,806.00	\$ 2,806.00
119		RECLAIMED WATER MAIN CONNECTION, NO. A	1	L.S.	\$ 10,200.00	\$ 10,200.00	\$ 11,635.00	\$ 11,635.00	\$ 9,633.00	\$ 9,633.00
120		PAVEMENT SAWCUTTING	80	L.F.	\$ 1.50	\$ 120.00	\$ 1.80	\$ 144.00	\$ 7.00	\$ 560.00
121		REMOVE PAVEMENT	1	L.S.	\$ 300.00	\$ 300.00	\$ 5,000.00	\$ 5,000.00	\$ 1,065.00	\$ 1,065.00
122		CRUSHED SURFACING TOP COURSE, 2" DEPTH	4	TON	\$ 325.00	\$ 1,300.00	\$ 45.00	\$ 180.00	\$ 126.00	\$ 504.00
123		CRUSHED SURFACING BASE COURSE, 10" DEPTH	19	TON	\$ 73.00	\$ 1,387.00	\$ 45.00	\$ 855.00	\$ 55.00	\$ 1,045.00
124		HMA CL 1/2" PG 70-28, 0.33' DEPTH	8	TON	\$ 175.00	\$ 1,400.00	\$ 173.00	\$ 1,384.00	\$ 471.00	\$ 3,768.00
125		NIGHT WORK	1	L.S.	\$ 6,100.00	\$ 6,100.00	\$ 2,700.00	\$ 2,700.00	\$ 3,148.00	\$ 3,148.00
					SUBTOTAL BID ADDITIVE 3:	\$ 47,013.50		\$ 81,513.00		\$ 93,157.50
					8.7% SALES TAX:	\$ 4,090.17		\$ 7,091.63		\$ 8,104.70
					TOTAL BID ADDITIVE 3:	\$ 51,103.67		\$ 88,604.63		\$ 101,262.20

PREFERENCE 1: TOTAL BASE BID + ADDITIVE 1 + ADDITIVE 2 + ADDITIVE 3:	\$ 1,479,470.08	\$ 1,716,146.04	\$ 2,122,496.70
PREFERENCE 2: TOTAL BASE BID + ADDITIVE 1 + ADDITIVE 2:	\$ 1,428,366.41	\$ 1,627,541.41	\$ 2,021,234.50
PREFERENCE 3: TOTAL BASE BID + ADDITIVE 1 + ADDITIVE 3:	\$ 1,390,635.82	\$ 1,597,819.02	\$ 1,983,804.96
PREFERENCE 4: TOTAL BASE BID + ADDITIVE 1:	\$ 1,339,532.15	\$ 1,509,214.39	\$ 1,882,542.76
PREFERENCE 5: TOTAL BASE BID + ADDITIVE 2:	\$ 1,394,866.41	\$ 1,595,541.41	\$ 1,995,898.50
PREFERENCE 6: TOTAL BASE BID + ADDITIVE 3:	\$ 1,357,135.82	\$ 1,565,819.02	\$ 1,958,468.96

Notes: Minor mathematical correction for Wm. Winkler Company in Base Bid, Schedule 1.

Contract

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, is between the CITY OF LIBERTY LAKE, and _____

Hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and made a part of this agreement; the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for:

Liberty Lake Rd Restoration

in accordance with and as described in the Drawings for Construction of the **Liberty Lake Rd Restoration** (Contract Plans), Contract Provisions for Construction of: **Liberty Lake Rd Restoration** (table of contents attached) and 2016 Standard Specifications for Road, Bridge and Municipal Construction of the Washington State Department of Transportation which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the CITY OF LIBERTY LAKE.

II. The CITY OF LIBERTY LAKE hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the CITY OF LIBERTY LAKE by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument, on the day and year first below written and the Local Agency Approving Authority has caused this instrument to be executed by and in the name of the said City the day and year first above written.

Executed by the CONTRACTOR _____, 201__.

CONTRACTOR

Executed by the CITY OF LIBERTY LAKE _____, 201__.

Mayor, Steve Peterson

Attest:

Approved as to Form:

City Clerk, Ann Swenson

City Attorney,



AGENDA ITEM NO.: 10biii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT: Orchard Park Professional Services Agreement

FOR THE AGENDA OF: March 7, 2017

DEPT. HEAD APPROVAL:

DEPT. OF ORIGIN: Public Works

EXHIBIT: Agreement

EXPENDITURE REQUIRED:	Yes
BUDGETED:	Yes

SUMMARY STATEMENT

After a qualifications-based selection process, SPVV Landscape Architects along with their design team were selected to provide professional services for the design of Orchard Park. Within the agreement, scope, price, and schedule were all negotiated and are provided for your consideration. The design work for Orchard Park will be complete in the first full week of this coming June.

The price for the Orchard Park design services is within our budget. The fees and scope for additional services within the Agreement for the 5-acre and 3.8-acre fields are established, but are not being authorized by this request and would come back to council for consideration at a later date.

The design team is very qualified and comes highly recommended. SPVV's work on the master planning phase was excellent.

RECOMMENDED ACTION

Staff recommends:

1. Award the Agreement for Architectural and Engineering Services for Orchard Park to SPVV Landscape Architects in the amount of \$167,400.00 (Option A, stay with original scope).
2. Approve an Owner's contingency of 10% (\$16,700) that will be managed by staff to effectively complete the design.

City of Liberty Lake

Architectural and Engineering Services for Orchard Park

Title: Architectural and Engineering Services for Orchard Park

Estimated Agreement Value: \$167,400

Additional Services Value: \$64,100

Estimated Completion Date: May 27, 2017

Contract Type: Hourly, Not To Exceed

City:

City of Liberty Lake

22710 E Country Vista Dr.

Liberty Lake, WA 99019

Contract Manager: Andrew Staples, City Engineer, Phone: (509) 755-6730

Contract Administrator: Katy Allen, City Administrator, Phone: (509) 755-6728

Architect:

SPVV Landscape Architects.

1908 W. Northwest Blvd., Suite A

Spokane, WA 99205

Contact: Thomas C. Sherry, or Kenneth L. Van Voorhis, Phone: (509) 325-0511, Fax: (509) 325-0557

Email: tsherry@spvv.com or kvan@spvv.com

WHEREAS, pursuant to Request For Proposals for Orchard Park, this agreement ("Agreement") is made on _____, 2017 by and between the City of Liberty Lake, a political subdivision of the State of Washington hereinafter known as the "City" having offices for the transaction of business as listed above and the "Architect", as named, and having offices for the transaction of business as listed above, jointly, hereinafter referred to as the "Parties". For and in consideration of the mutual promises set forth herein, the parties mutually agree as follows:

WHEREAS, pursuant to the provisions of the Revised Code of Washington, the City Council has the care of City property and the management of City funds and business;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties mutually agree as follows:

ARTICLE 1. SUBJECT AND PURPOSE

Services will be provided and/or performed as outlined in Article 20 as set forth herein by reference.

ARTICLE 2. TERM

Services shall be performed as expeditiously as is consistent with professional skill, industry standard of care and the orderly progress of such services. Upon request of the City, and subject to the City's approval, a schedule for the performance of the services which may be adjusted as the project proceeds, shall be submitted for review and approval. The schedule shall include allowances for periods of time required for the

City's review and for the receipt of submissions by authorities having jurisdiction over the project. The schedule is shown in Exhibit A.

ARTICLE 3. COMPENSATION

The City agrees to make payment in the amount and manner stipulated in this Agreement. There will be no initial payment. Payments shall be made in monthly installments payable after review by the City Engineer and authorization by the City Administrator. Said authorization shall be conditioned upon the submittal of an invoice setting forth a breakdown of the services and costs performed in providing the services as set forth in this Agreement.

Payment shall be in arrears the later of thirty (30) days from the date of receipt of a correct and proper invoice or date of receipt of acceptable goods/services (not from the postmark date or date shown on the invoice). All billing and correspondence shall be mailed to:

Attn: Andrew Staples, City Engineer
22710 E. Country Vista Dr.
Liberty Lake, WA 99019

The Architect shall identify the project and services performed on all pay requests and documents associated with the Agreement. Pay requests will be numbered sequentially beginning with "Pay Request 1". If the billing cannot be identified or the charges correlated with this Agreement it shall be returned without action.

Cash discounts: If offered and accepted a cash discount period shall apply after receipt of a proper invoice or final acceptance of the goods/services, whichever is later (not from the postmark date or date shown on the invoice).

Date of payment of an invoice shall be the date appearing on the warrant issued in payment of the invoice.

Moneys past due may bear a finance charge as stipulated by law. The current rate is 1% per month.

Identification of final invoice. In order for the Parties to close their books and records, the Architect shall state "final invoice" or other words to that effect on its final or last billing to the City for the services provided under this Agreement. Since this Agreement will thereupon be closed and any budget balances deleted, the Architect agrees that any further charges not properly included on the final invoice or previous billings shall be waived in their entirety.

ARTICLE 4. APPROVAL OF DOCUMENTS

The City's approval of documents resulting from the services provided by the Architect shall not relieve the Architect from its responsibility to comply with the standard of care for performance of its services set forth in this Agreement.

ARTICLE 5. INSTRUMENTS OF SERVICE

Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service. The City shall own all rights, title and interest in all of the Instruments of Service and all of the other materials conceived or created by the Architect, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the Architect under this Agreement shall be the property of the City whether or not the project is completed or this Agreement is canceled prior to

expiration.

The Architect hereby assigns to the City all rights, title and interest to the Materials. The Architect shall, upon request of the City, execute all papers and perform all other acts necessary to assist the City to obtain and register copyrights, patents or other forms of protection provided by law for the Materials such work being at additional expense to the City. The Materials created under this Agreement by the Architect, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to the City by the Architect, its employees and any subcontractors, and the Architect shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the Architect's obligations under this Agreement without the prior written consent of the City's Designated Representative except that the Architect may retain copies necessary for record keeping, documentation and other such business purposes related to the Agreement.

The foregoing shall not be construed to mean that the City shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the Architect, in standard elements found in the Materials (such as standard details) generated and authored by the Architect for its regular, repeated and ongoing use in designs, plans and drawings for its customers in the regular course of its business. The City further waives any claim it might have against the Architect for errors or omissions arising specifically from changes made by the City or others to the Materials after the completion of the work provided by this Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the City or others.

The Architect represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Architect shall indemnify and defend the City at the Architect's expense from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Architect shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City, or to portions of the Materials which the City directed the Architect to include within said Materials.

If such a claim or action arises, or in the Architect's or the City's opinion is likely to arise, the Architect shall, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

At the completion of the Agreement, upon request of the City, the Architect will furnish to the City, at no additional charge, two electronic copies on CD containing the final specifications in Microsoft Word 2016 or newer and all CAD drawing files in .dwg format in the most current software version.

The Architect shall ensure that the substance of foregoing subsections is included in each subcontract for the services provided under this Agreement.

ARTICLE 6. ENDORSEMENT OF PLANS

The Architect shall seal and sign all drawings prepared for the project as required or upon request of the City.

ARTICLE 7. NON-DISCRIMINATION

The Architect shall not discriminate against any employee who is employed in connection with the services provided, or against any applicant for such employment, because of race, creed, color, sex or national origin, marital status, or the presence of any sensory, mental or physical handicap.

ARTICLE 8. INSURANCE

The Architect shall carry insurance in the types and amounts at all times during the term of this Agreement as identified herein in Subsection A from an insurance company or companies approved by the City and licensed in the state of Washington. Said insurance shall meet the minimum AM Best "A-" or better rating standard. The City shall have the final approval authority as to the limits, conditions and carrier. The City, its officers, agents and employees shall be named as Additional Insured's under such insurance.

The Architect agrees to furnish the City with evidence of the above coverages, in the form of a certificate of insurance with copies of all exclusions and deductibles applicable to the insurance policy as evidence of the above coverage, before work on the project shall proceed. Notice of cancellation of such coverage for nonpayment of premium shall be provided to the City at least thirty (30) days in advance. Notice of cancellation for any other reason, or suspension, or of reduction of coverage limits below that required under this Article shall be provided to the City at least thirty (30) days in advance.

The Architect shall not commence work, nor shall the Architect allow any subcontractor to commence work on any subcontract until a certificate of insurance showing the insurance requirements set forth below have been met and submitted to the City for approval by the Contract Manager or Contract Administrator. Any exclusions must be pre-approved by the Contract Manager or Contract Administrator. The City reserves the right to review and approve all insurance carriers, companies, and coverages. The Architect agrees to furnish a copy of the Insurance Policy(ies) within five (5) days of receipt of a written request from the City.

Failure of the Architect to fully comply with the insurance requirements during the term of this Agreement or under this Agreement shall be considered a material breach of contract and cause for immediate termination of the Agreement at the City's discretion. Alternatively, the City may procure and maintain, at the Architect's sole expense, insurance to the extent deemed proper up to the amount of the required coverage(s). The City may offset the cost of such insurance against payment due the Architect under this Agreement.

A. The limits of liability for the insurance required are as follows:

1. By Architect:

- | | |
|---|--------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | <u>\$1,000,000</u> |
| 2) Disease, Policy Limit: | <u>\$1,000,000</u> |
| 3) Disease, Each Employee: | <u>\$1,000,000</u> |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| 2) General Aggregate: | <u>\$2,000,000</u> |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | <u>\$1,000,000</u> |
| 2) General Aggregate: | <u>\$2,000,000</u> |
| e. Automobile Liability -- | |
| 1) Bodily Injury: | |
| a) Each Accident | <u>\$1,000,000</u> |

- 2) Property Damage:
 - a) Each Accident \$1,000,000
- f. Professional Liability --
 - 1) Each Occurrence: \$1,000,000
 - 2) General Aggregate: \$2,000,000

ARTICLE 9. MAINTENANCE OF RECORDS

The Architect will maintain, for at least three (3) years after completion of this Agreement, all relevant records pertaining to the Agreement. The Architect shall make available to the City or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Architect shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

ARTICLE 10. COMPLIANCE WITH LAWS

The Parties hereto specifically agree to observe federal, state and local laws, ordinances and regulations to the extent that they may have any bearing on either providing any money under the terms of this Agreement or the services actually provided under the terms of this Agreement.

ARTICLE 11. ASSIGNMENT

The Architect may not assign or transfer in whole or in part, its interest in this Agreement without the express written consent of the City.

ARTICLE 12. MODIFICATION

No modification or amendment to this Agreement shall be valid until the same is reduced to writing, in the form of a change order, and executed with the same formalities as this Agreement.

ARTICLE 13. TERMINATION

This Agreement may be terminated by the City, without cause, upon written notice. In the event of termination through no fault of the Architect, the City agrees to pay the Architect for all services performed to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon an itemized breakdown and documentation by the Architect that services have been performed to the date of termination and acceptance of said documentation by the City.

ARTICLE 14. VENUE STIPULATION

This Agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

ARTICLE 15. WAIVER

No officer, employee, agent or otherwise of the City, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Agreement or to require at any time

performance by the Architect of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City to hereafter enforce each and every such provision.

ARTICLE 16. INDEMNIFICATION

The Architect agrees to defend, indemnify and hold the City harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from, an error, omission or negligent act of the Architect performed under this Agreement by the Architect, its agents or employees to the fullest extent permitted by law. The Architect's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents or employees. The Architect's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City, its agents or employees, and (b) Architect, its agents or employees shall apply only to the extent of negligence of the Architect or its agents or employees. Architect's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

The City agrees to defend, indemnify and hold the Architect harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from, an error, omission or negligent act of the City performed under this Agreement by the City, its agents or employees to the fullest extent permitted by law. The City's duty to indemnify the Architect shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Architect, its agents or employees. The City's duty to indemnify the Architect for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the Architect, its agents or employees, and (b) the City, its agents or employees shall apply only to the extent of negligence of the City or its agents or employees. The City's duty to defend, indemnify and hold the Architect harmless shall include, as to all claims, demands, losses and liability to which it applies, the Architect's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

The Architect's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this Agreement or services performed or materials furnished directly or indirectly because of this Agreement.

Architect further agrees that this duty to indemnify City applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of Architect for liability for injuries to Architect's workers and employees, and Architect hereby waives any such immunity for the purpose of this duty to indemnify City.

ARTICLE 17. NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail sent to the Parties at their respective addresses herein above given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

ARTICLE 18. RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. The City is interested only in the results that could be achieved and the conduct and control of all services will be solely with the Architect. No agent, employee, servant or otherwise of the Architect shall be deemed to be an employee, agent, servant, or otherwise of the City for any purpose and the employees of the Architect are not entitled to any of the benefits that the City provides for City employees. The Architect will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors or otherwise, during the performance of this Agreement.

ARTICLE 19. HEADINGS

The Article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the Articles to which they appertain.

ARTICLE 20. STATEMENT OF WORK AND FEE FOR SERVICES

A. Statement Of Work: The Architect shall provide professional engineering services as described in the letter attached hereto as Exhibit A and incorporated herein by reference. Services shall be coordinated with the Contract Manager or Contract Administrator. Architect shall not begin work on the 5 acre park or 3.8 acre park without prior written authorization from the City.

B. Basis Of Compensation: The value of this Agreement shall not exceed \$167,400 consisting of hourly rates as set forth in Exhibit A. Additional Services not to exceed \$0, and Reimbursable Expenses not to exceed \$0. There will be no initial payments. The Fee Schedule lists budget estimates of Architect prices. Billing will be for work completed. The budgeted amounts may be reallocated between categories as the scope and work dictates without change order but will require written approval by letter from the Contract Administrator. The Architect will supply hourly breakdowns for each billing for all services billed.

C. Additional Services: Performance of services under this Article must have the written approval of the City except as provided in this Agreement. No services shall be provided for the five (5) acre and 3.8 acre fields/parks without written approval from the City.

D. Special Consulting Services: The Architect must have the prior written approval of the City. When containing special consulting services not normally associated with a project, the fee may be outside of the above guidelines (such as an expert or special investigations), and shall be charged using a maximum multiplier not to exceed 1.05 times the amount billed to the Architect for such services. The Architect shall direct the work of all sub-consultants on the project.

E. Reimbursable Expenses: Not to exceed (\$0.00). Additional reimbursable expenses must have the prior written approval of the City. Reimbursable expenses will be billed at cost times a maximum multiplier not to exceed 1.05 unless otherwise stated. Such reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses by the Architect and the Architect's employees and consultants in the interest of the Project.

ARTICLE 21. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and the other documents listed below and all modifications and change orders issued subsequent thereto. These form a contract and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of precedence will be in the order listed. An enumeration of the Contract Documents is set forth below:

1. Change Orders; and
2. This Agreement; and
3. Exhibit A; and
4. Request For Proposals.

ARTICLE 22. OTHER EMPLOYMENT

This Agreement is not an exclusive services agreement. The Architect may take on other professional assignments while completing the work set forth herein.

ARTICLE 23. PAYMENT OF TAXES

This Agreement is for the employment of the Architect as an independent contractor. The Architect holds that they are an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work and services provided under this Agreement, including but not necessarily limited to income and social security taxes.

ARTICLE 24. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

ARTICLE 25. SPECIAL PROVISION

The City's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

ARTICLE 26. RECOVERY OF FUNDS

Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Architect to City the same amount may be deducted from any sum due to the Architect under the Agreement or under any other contract between the Architect and City, including reasonable attorney fees and or any other collection costs. The rights of City are in addition and without prejudice to any other right City may have to claim the amount of any loss or damage suffered by City on account of the acts or omissions of the Architect.

ARTICLE 27. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such

fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 28. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The Architect has read and understands all of the terms and conditions of this Agreement, and now states that no representation, promise, or agreement not expressed in this Agreement has been made to induce the Architect to execute the same.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed on the day and year set forth herein above.

MAYOR STEVE PETERSON

ATTEST:

ANN SWENSON, City Clerk

APPROVED AS TO FORM:

SEAN P. BOUTZ, City Attorney

For SPVV

NOTARY

STATE OF WASHINGTON)
) ss.
CITY OF _____)

I certify that I know or have satisfactory evidence that the above _____
is the person who appeared before me, and said person acknowledged that he/she signed this instrument and
acknowledged as the authorized agent for the Architect to be the free and voluntary act of the Architect for the
uses and purposes mentioned in this instrument.

DATED this ____ day of _____, 2017.

Notary Signature

Notary Public In And For The State Of _____

residing at _____.

My commission expires _____

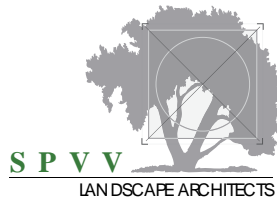


EXHIBIT A

March 2, 2017

Mr. Andrew Staples
City of Liberty Lake
22710 E. Country Vista Dr.
Liberty Lake, WA 99019

RE: Liberty Lake Parks; Orchard Park, 5 Ac. Park, and 3.8 Ac. Park.

Dear Mr. Staples:

Thank you for the opportunity to prepare this proposal. The attached scope of work addresses our work to assist the City of Liberty Lake in the development of construction documents, bidding/permitting, and construction oversight for the proposed improvements to Prairie View Park. These Construction documents will identify materials, cost estimates, limited graphics and specifications for the various park parcels commonly referred to as Orchard Park, 5 Ac. Park, and 3.8 Ac. Park.

Project Understanding

We understand that the scope of work for these projects include the development of construction documents that will include Archeological & cultural resource assessment, geotechnical investigation with recommendations, site specific surface survey data, site layout, site drainage, grading, irrigation system, site structures, and finished landscape treatments. Associated with the plan sheet packages will be details and specifications.

Site improvements are based upon scope items identified in the Orchard Park Master Plan (2016), Meeting minutes of 2/8/16 and as clarified 2/10/16. The following is a schedule of site features based on the park descriptions:

Orchard Park; The key themed elements include

1. Splash pad/interactive fountain, Playground equipment, slide hill.
2. Structures; Pavilion/amphitheater stage, shelters (2), Restrooms/maintenance (1), all structures will include lighting, outlets and water source. Restroom and splash pad will include san sewer connections.
3. Multi-use sport court, community garden
4. Paved parking lots, (total 50 stalls) and associated storm water treatment.
5. Paved pathways, of various widths and materials
6. Exterior lighting at parking lots, restrooms, pavilion and multi-use court.
7. Pathway lighting (bollards type) connecting pedestrian routes between parking, restrooms, pavilion and multi-use court.
8. Kiosk and themed site signage.
9. Site furnishings: benches, trash receptacles, bike racks, and drinking fountains.
10. Trees, shrubs, turf and other vegetation. Includes irrigation
11. Other: Programming only improvements include: Concession addition/facility and fallen heroes fitness circuit course.
12. Cultural Resource assessment.
13. Community Garden; may include specialty irrigation and containment.

5 Ac. Park;

1. Sports Field,
2. Parking Lot expansion. (number of stalls to be determined) associated storm water treatment
3. Irrigation system
4. Site lighting
5. Site furnishings; to be determined

3.8 Ac. Park;

1. Review with recommendations of existing turf condition
2. Review with recommendations of irrigation system adjustments/modifications.
3. Review of existing topsoil and subsoil conditions and provide recommendations.
4. Review with recommendations of cultural practices.

Additional Services

- Additional services are not expected at this time. Additional Services and associated Fees are not a part of the proposed fee schedule for this agreement unless confirmed in writing.

Excluded Services

- Excluded Services are not a part of Landscape Architect's Basic or Additional Services and are the responsibility of others. Excluded Services include, but are not limited to, the following: Roadway design or street improvements, utility sizing other than park infrastructure needs, soil pollution/contamination identified prior to site investigation activities, and traffic control or studies.
- A&E team agrees to provide its professional services in accordance with generally accepted standards of its profession as mandated by the State of Washington.

PART 2 - Client's Responsibilities

- Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by SPVV Landscape Architects and its sub-consultants in order to provide its professional services. SPVV Landscape Architects and its sub-consultants may rely on the accuracy and completeness of these items, however, it is the responsibility of the SPVV Landscape Architects and its sub-consultants to inform the Client of discrepancies and deficiencies in the data if found to be incorrect.
- Client shall furnish the services of the following consultants: Any utility consultants or contacts.
- Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site and to disclose known subsurface soil conditions prior to site investigation activities.
- Client will pay for all necessary permits from authorities with jurisdiction over the Project.
- Client agrees to provide the items described in Part 2, above and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

PART 3 - Estimated Schedule and Project Budget

- SPVV Landscape Architects and its sub-consultants shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and/or Project budget. Client acknowledges that significant changes to the Project or construction schedule or budget, or the Project's scope may require Additional Services of the A&E team.

PART 4 - Compensation and Payments

Orchard Park:	(MP Budget Option 'A')	(Option 'B')
Client agrees to pay Landscape Architect	\$64,200	\$64,200
Sub consulting (Arch, Mech., & Struct.)* (MP Budget Option 'A')	\$32,500	
Sub consulting (Arch, Mech., & Struct.)* (Rev Programming Option 'B')		\$36,600

Sub consulting (Land Surveying, Civil and Electrical)*	\$50,200	\$50,200
Sub consulting (Geotechnical engineering, & on-site Investigation)*	\$13,300	\$13,300
Sub consulting (Cultural Resource Investigation)*	<u>\$7,200</u>	<u>\$7,200</u>
	\$167,400	\$171,500
	(Option 'A')	(Option 'B')

*Sub-Consulting Compensation includes 5% markup on services

5 Ac.:

Client agrees to pay Landscape Architect	\$29,900
Sub consulting (Land Surveying, Civil and Electrical)*	\$14,600
Sub consulting (Geotechnical engineering, & on-site Investigation)*	<u>\$6,600</u>
	\$51,100

*Sub-Consulting Compensation includes 5% markup on services

3.8 Ac.:

Client agrees to pay Landscape Architect	\$10,000
Sub consulting (Geotechnical engineering, & on-site Investigation)*	<u>\$3,000</u>
	\$13,000

*Sub-Consulting Compensation provided above includes 5% markup on services

SPVV Standard hourly rates;

Principal (Landscape Architect)	\$121.00
Landscape Architect (Project Manager)	\$111.00
Landscape Designer	\$101.00
Irrigation Designer	\$92.00
Clerical	\$63.00

• Reimbursable Expenses are included in the above Fee schedule; are generally subject to a multiple of 1.1% and include, but are not limited to: reproduction, postage, and handling of documents; long distance and facsimile charges; authorized travel; and Client requested renderings and models.

• Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice. An amount equal to 1.5% per month will be charged on all amounts due more than 90 days after the date of invoice.

Sub-Consultants

SPVV will coordinate and work with the following sub-consultants. Sub-consultants will provide professional services as identified in the following statements of work:

- Plateau Archeological Investigation, LLC- shall provide archeological & cultural assessment services as identified in statement of work 'Sub-consultant Attachment A'.
- Geo-Engineers- shall provide geotechnical services as identified in statement of work 'Sub-consultant attachment 'B'.
- Coffman Engineering, shall provide Site Civil, structural, electrical, mechanical and plumbing engineering services as identified in statement of work 'Sub-consultant Attachment 'C'.
- Cortner Architectural. shall provide architectural services as identified in statement of work 'Sub-consultant attachment 'D'. the architectural services is limited to for structures excluding playground equipment, multi-use courts, and community gardens.

Sub-consultant coordination and compensation will be through SPVV Landscape Architects. Sub-consultant invoices will be included in SPVV invoicing and will indicate sub-consultant compensation with SPVV administration markup of 5% on invoiced amount.

Schedule

The following is a preliminary schedule. It is our understanding that the intent of the construction document phase is to have the project bid by summer with construction through the summer and fall of this year. This schedule is subject to change but we have based this proposal on the following general timeline as discussed on the phone:

- Contract NTP 3/7/17
- Program approval: 1 week 3/15
- Topo/Geotechnical Investigation 3 weeks 2/10
- 30% Design Development: 3 weeks 3/28
- 60% Construction Docs (CD): 4 weeks 4/21
- 90% CD 3 weeks 5/12
- DOH Playground submission: 1 week 5/19
- Project Alternates designation 1 week 5/26
- Final CD submission 2 weeks 6/9

We are able to begin work upon written authorization.

If you have any questions or require additional information, I am available to discuss our draft proposal at your convenience.

With best regards,



Kenneth L. Van Voorhis
Principal
SPVV Landscape Architects

SUB-CONSULTANT ATTACHMENT 'A'

March 2, 2017

Mr. Ken VanVoorhis
SPVV Landscape Architects
1908 West Northwest Boulevard, Suite A
Spokane, WA 99205

Dear Ken,

Thank you for requesting a proposal from Plateau Archaeological Investigations, LLC for cultural resource survey of the Orchard Park project area in Liberty Lake. Attached is a confidential project price proposal that allows for 100% survey coverage of the proposed project area.

After this agreement is executed, we will gather background materials and will prepare the bones of the report. We will work with your office to determine an appropriate field schedule. Of course, we need the ground to be clear of snow and not frozen for fieldwork, but I think we are getting closer to spring weather.

As stated in an earlier email, we will conduct intensive pedestrian survey across the project area. This will be followed with subsurface probing to see if any buried archaeological resources are present. We anticipate about 50 to 60 probes will be completed.

Feel free to contact me if you have any additional questions.

Sincerely,

David Harder

Enclosure: Project Price Proposal

PROJECT PRICE PROPOSAL

By
Plateau Archaeological Investigations, LLC
P.O. Box 714, Pullman, Washington 99163

To: SPVV Landscape Architects

Project: Orchard Park in Liberty Lake Project Cultural Resource Survey, Spokane
County, Washington

Date: March 2, 2017

Price: \$6,865.00

Signatures:

Mr. Ken VanVoorhis
SPVV Landscape Architects

Date

David A. Harder, Vice President
Plateau Archaeological Investigations, LLC

March 2, 2017

Date

The City of Liberty Lake is proposing to develop a former orchard, creating a community park. The park will include park-like landscaping with trees and lawn, shelters, restrooms, a splash pad, tennis courts, walking paths, and parking. The necessary utilities and infrastructure will be included as a part of the anticipated ground disturbing activities in addition to the overall grading and contouring of the area. The project area covers approximately 11.0 acres and lies in Sections 08 and 09 of Township 25 North, Range 45 East, Willamette Meridian. Anticipated impacts include excavations, compaction of sediments, and other ground disturbing construction activities.

This cultural resource investigation will include a review of the Washington Information System for Architectural and Archaeological Records Data (WISAARD) database maintained by the Department of Archaeology and Historic Preservation (DAHP) in Olympia, a background literature review, informal contact with the interested tribe(s), a pedestrian ground survey, and the preparation of a report. The fieldwork will be completed in a manner consistent with Washington State Senate Bill 5282 amending RCW 27.53.030, and will include inspection techniques to identify both surface and subsurface archaeological resources. The proper field methods will be completed, at the archaeologists discretion, depending upon information obtained during the background review and fieldwork. Subsurface inspections could involve shovel excavations, or mechanical auger excavations, and screening of the fill to identify the nature and extent of any potential archaeological resources.

- 1 This agreement is for a cultural resource investigation of the areas to be impacted during the proposed Orchard Park in Liberty Lake Project, Spokane County, Washington. The purpose of the investigation is to identify any cultural resources which may be adversely affected by the project.
 - 1.1 The area of potential effect to be investigated is the physical location of the proposed disturbances required by the project.
- 2 Plateau Archaeological Investigations, LLC (Plateau) will conduct the cultural resource survey.
- 3 This project will consist of a background search, field investigation of the project area to identify any cultural resources, research to identify potential traditional cultural properties, and preparation of a report.
 - 3.1 This proposal does not include interviewing tribal elders to help identify possible Traditional Cultural Properties.

- 4 If cultural resources are located during this project, further work, investigation, or analysis may be required to evaluate whether the resource(s) is/are eligible for inclusion on the National Register of Historic Places; this survey could result in a recommendation for professional archaeological monitoring during excavation activities at project execution or other additional work; any such additional work, investigation, evaluation, or analysis is not included in this price proposal.
 - 4.1 This proposal includes the inventory of buildings, bridges, or other structures that may be present in the area of potential effects (APE) to the DAHP's Historic Property Inventory (HPI) database. This proposal does not include the formal National Register of Historic Places (NRHP) evaluation of any such structures in or near the APE whose evaluation may be requested by interested or other parties.
- 5 An email describing the findings of the field investigation will be sent to Mr. Ken VanVoorhis of SPVV Landscape Architects within five working days of completion of the field work. The correspondence will include preliminary recommendations regarding project monitoring or any other suggestions for additional work.
 - 5.1 An electronic draft copy of the report in Portable Document Format (PDF) will be provided to SPVV Landscape Architects within twenty working days of completion of the field work.
 - 5.2 Any review and comment upon the draft report will be provided to Plateau within thirty days of receiving the draft report.
 - 5.3 Plateau will provide the appropriate number of electronic and hard copies (not to exceed six hard copies) to satisfy the requirements of the DAHP and any commenting parties. Currently, the submission process for cultural resource reports is being redefined, and Plateau will assist with submissions and verify that the reports are submitted with all appropriate cover sheets and/or exhibits.
- 6 SPVV Landscape Architects agrees to provide any of the following items that are available which have not already been furnished:
 - 6.1 All available correspondence related to cultural resources from or to the funding or permitting agency, DAHP, or any other interested parties.
 - 6.2 The most current set of project plans, preferably in an electronic format.
 - 6.3 Geographic Information System (GIS) data for the project.



523 East Second Avenue
Spokane, Washington 99202
509-363-3125

SUB-CONSULTANT ATTACHMENT 'B'

February 28, 2017

SPVV Landscape Architects
1908 West Northwest Boulevard, Suite A
Spokane, Washington 99205

Attention: Ken Van Voorhis
Principal

Subject: Revised Scope and Fee Estimate
Geotechnical Engineering Evaluation
Orchard Park
Liberty Lake, Washington
File No. 17240-002-00

This letter transmits our revised Scope of Services and Fee for the subject project. The scope and fee estimate provided herein is based on information transmitted to us in your February 2017 emails, our attendance at the project kickoff meeting on February 8, 2017, and review comments provided by the City of Liberty Lake. Please call if you have questions regarding the attached or if you require additional information.

Sincerely,
GeoEngineers, Inc.

A handwritten signature in blue ink, reading "Erik J. Arnson".

Erik J. Arnson, PE
Project Engineer

A handwritten signature in blue ink, reading "Teresa A. Dugger".

Teresa A. Dugger, PE
Associate

EJA:TAD:mce

Attachments:

Scope of Services, Schedule and Fee Estimate

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

INTRODUCTION AND PROJECT UNDERSTANDING

We understand the proposed improvements will be completed as three separate jobs.

- **Orchard Park** - installation of utilities and site infrastructure for an 11-acre park including: site grading; a playground and interactive water feature; multi-surface turf grass fields; multi-sport courts; several picnic shelters and an amphitheater; restroom facilities; evergreen and deciduous trees; paved pathways; parking lots; and stormwater facilities to manage stormwater runoff.
- **5-acre Sports Field** – development of sports field including: high quality play field turf design; a parking lot expansion; maintenance and storage facility; and stormwater facilities to manage stormwater runoff.
- **3.8-acre Sports Field** – renovation of an existing play field. We believe our services for the site would be limited to near-surface soil characterization.

Future vehicle access to Orchard Park will be off Indiana Avenue and a future roadway (Harvest Parkway). We understand the design and construction of Harvest Parkway will be completed by Greenstone Homes. However, topsoil and excess soil from the Harvest Parkway project could be stockpiled by Greenstone and made available for use at Orchard Park. We further understand a separate series of soil stockpiles are currently available as a possible borrow source. The stockpiles are located on a lot adjacent to Orchard Park, but have not been physically characterized or analyzed for nutrients. Accordingly, soil sampling to support the characterization of these current and proposed fill sources are provided as part of the Orchard Park scope.

The site exploration program will be managed by an experienced representative from our staff who will coordinate our on-site activities with designated representatives from the City of Liberty Lake or SPVV Landscape Architects (SPVV), arrange for utility clearances, obtain soil samples and maintain a continuous log of each exploration. Upon completion of the site exploration program, soil acquired from the test pit explorations will be returned to our laboratory for selection of representative samples for testing. Soil acquired from hand-dug test holes will be submitted to SPVV for independent agricultural testing. Results of the site explorations and laboratory testing programs will form the bases for engineering analyses, which will be used to formulate conclusions and recommendations commensurate with the scope of services described below.

SCOPE OF SERVICES

The purpose of our geotechnical evaluation is to provide recommendations for site preparation, foundation design, pavement design and construction, and stormwater management based on subsurface exploration, laboratory testing and engineering analyses. Our specific scope of services, listed by job, will include:

Orchard Park

1. Review of our in-house files for geotechnical and geologic information that might be pertinent and available for use in developing our recommendations for the subject project.
2. A site visit to mark proposed exploration locations and contact the one-call utility notification system.



3. Exploration of surficial soil and topsoil conditions across the site by advancing 10 to 12 shallow (6- to 8-inch-deep) hand-dug test holes. Bulk samples of soil encountered in the hand-dug explorations will be collected and submitted to SPVV for agricultural testing. (Please note that agricultural testing will be completed by the SPVV and is not included as a part of this scope.)
4. Exploration of soil and groundwater conditions by excavating a series of test pits to depths in the range of about 6 to 12 feet below site grade, depending on conditions encountered at the time of exploration. For estimating purposes, we propose to complete 1 day (8 hours) of test pit explorations at the site. We estimate about 10 to 14 test pits could be completed during that time. Bulk samples of soil encountered in the test pits will be obtained for subsequent evaluation in our laboratory.
5. Exploration of topsoil and borrow soil conditions underlying the proposed Harvest Parkway alignment by excavating 3 to 5 test pits. Each test pit will extend to a depth in the range of about 2 to 4 feet below site grade.
6. Exploration of soil conditions within stockpiles located on property adjacent to Orchard Park by collecting 8 to 10 representative bulk samples using subcontracted backhoe equipment. For estimating purposes, we assume Tasks 6 and 7 will be completed under a second day (8 hours) of subcontracted backhoe services.
7. Conducting in-place density tests of exposed soil using a nuclear density gauge to evaluate the density of the surface soil in support of shrink-swell estimates. We will test the upper 2 feet of soil (in 1-foot increments) within the test pits along Harvest Parkway. We also will test the surface of the existing stockpiles to a depth of about 1 foot.
8. Laboratory testing to assess pertinent physical and engineering characteristics of soil encountered relative to the proposed construction. We anticipate the testing program might include but not be limited to:
 - 4 modified proctors (2 samples from Orchard Park and 2 samples from Harvest Parkway/Stockpile area);
 - 12 gradation analyses (8 samples from Orchard Park and 4 samples from Harvest Parkway/Stockpile area); and
 - 18 moisture content determinations (12 samples from Orchard Park and 6 samples from Harvest Parkway/Stockpile area).

Geotechnical laboratory tests will be completed in our Spokane laboratory in general accordance with applicable ASTM International (ASTM) standards.

9. Recommendations for site preparation and fill placement including: criteria for clearing, stripping and grubbing; an evaluation of the suitability of on-site soil for use as structural fill; gradation criteria for imported fill, if required; guidance for preparation of subgrade soil which will support slab-on-grade concrete floors and pavements; and criteria for structural fill placement and compaction.
10. Recommendations for design and construction of conventional shallow foundations including: allowable soil bearing pressures; minimum width and depth criteria; coefficient of friction and equivalent fluid densities for the passive earth pressure state of stress to estimate resistance to lateral loads; estimates of frost penetration; and estimates of foundation settlement. We also will provide recommendations for treatment of unsuitable soil that might be encountered during construction at proposed foundation grade.



11. Recommendations for design and construction of concrete slab-on-grade floors including: thickness, gradation and compaction criteria for an under-slab capillary moisture break layer; modulus of vertical subgrade reaction that may be used for thickness design of the slab; and guidance regarding the need for a vapor barrier, and criteria for design and construction of such a barrier, if warranted.
12. Recommendations for allowable temporary and permanent slope inclinations.
13. Pavement thickness design including gradation and compaction criteria for granular base course, and thickness and compaction criteria for asphalt concrete surfaces in light-duty parking areas.
14. An evaluation of the feasibility of on-site disposal of stormwater. Our assessment will be based on: conditions encountered during site exploration; results of our literature review and laboratory gradation analyses; and information provided by the project civil engineer. Our recommendations will include allowable soil infiltration rates estimated from gradation analysis in general accordance with the Spokane 200 Method.
15. A final written report containing our findings, conclusions and recommendations.

5-Acre Sport Fields

1. Review of our in-house files for geotechnical and geologic information that might be pertinent and available for use in developing our recommendations for the subject project.
2. A site visit to mark proposed exploration locations and contact the one-call utility notification system.
3. Exploration of surficial soil and topsoil conditions across the site by advancing an additional 4 to 6 shallow (6- to 8-inch-deep) hand-dug test holes. Bulk samples of soil encountered in the hand-dug explorations will be collected and submitted to SPVV for agricultural testing. (Please note that agricultural testing will be completed by SPVV and is not included as a part of this scope.)
4. Exploration of soil and groundwater conditions underlying the subject site by excavating a series of test pits to depths in the range of about 6 to 12 feet below site grade, depending on conditions encountered at the time of exploration. For estimating purposes, we propose to subcontract a backhoe for half of a day (4 hours). We estimate about 6 to 8 test pits could be completed during that time. Bulk samples of soil encountered in the test pits will be obtained for subsequent evaluation in our laboratory.
5. Laboratory testing to assess pertinent physical and engineering characteristics of soil encountered relative to the proposed construction. We anticipate the testing program could include, but not be limited to:
 - 1 modified proctor;
 - 4 gradation analyses; and
 - 6 moisture content determinations.

Geotechnical laboratory tests will be completed in our Spokane laboratory in general accordance with applicable ASTM standards.

6. Recommendations for site preparation and fill placement including: criteria for clearing, stripping and grubbing; an evaluation of the suitability of on-site soil for use as general fill and structural fill; gradation criteria for imported fill, if required; guidance for preparation of subgrade soil, which will support slab-on-grade concrete floors and pavements; and criteria for structural fill placement and compaction.



7. Recommendations for design and construction of concrete slab-on-grade floors including: thickness, gradation and compaction criteria for an under-slab capillary moisture break layer; modulus of vertical subgrade reaction that may be used for thickness design of the slab; and guidance regarding the need for a vapor barrier, and criteria for design and construction of such a barrier, if warranted.
8. Recommendations for allowable temporary and permanent slope inclinations.
9. Pavement thickness design including gradation and compaction criteria for granular base course, and thickness and compaction criteria for asphalt concrete surfaces in light-duty parking areas.
10. An evaluation of the feasibility of on-site disposal of stormwater. Our assessment will be based on: conditions encountered during site exploration; results of our literature review and laboratory gradation analyses; and information provided by the project civil engineer. Our recommendations will include allowable soil infiltration rates estimated from gradation analysis in general accordance with the Spokane 200 Method.
11. A final written report containing our findings, conclusions and recommendations.

3.8-Acre Sport Fields

1. Review of our files for geotechnical and geologic information at the adjacent Liberty Creek Elementary school.
2. Exploration of surficial soil and topsoil conditions across the site by advancing 4 to 6 shallow (6- to 8-inch-deep) hand-dug test holes. Bulk samples of soil encountered in the hand-dug explorations will be collected and submitted to SPVV for agricultural testing. (Please note that agricultural testing will be completed by SPVV and is not included as a part of this scope.)
3. Conducting in-place density tests of exposed soil using a nuclear density gauge to evaluate the in-place density of the upper 1 foot of on-site soil.
4. Providing an opinion regarding the in-place density of the near-surface on-site soil at the existing playfields.
5. A final written report containing our findings, conclusions and recommendations.

SCHEDULE

For initial estimating purposes, we have assumed that each site exploration program will be completed independently. If possible, we recommend combining our field and laboratory testing program to reduce mobilization and shipping charges.

DELIVERABLES

For initial estimating purposes, we have assumed two deliverables. Our first deliverable will comprise the results of our field exploration program, laboratory testing, engineering analysis and conclusions and recommendations for Orchard Park. Our second deliverable will comprise the results of our services associated with the 5- and 3.8-Acre Sports Fields. Our deliverables may be modified, as requested.



March 1, 2017

SUB-CONSULTANT ATTACHMENT 'C'

Mr. Ken Van Voorhis
Principal
SPVV Landscape Architects
1908 W Northwest Boulevard, Suite A
Spokane, WA 99205

Project: Liberty Lake Parks
Orchard Park, 5 Acre Park, and 3.8 Acre Park
Liberty Lake, Washington

Subject: Revised Proposal for Professional Engineering Services

Dear Ken:

Coffman Engineers, Inc. is pleased to submit this revised proposal for civil, structural, mechanical, and electrical engineering, as well as land surveying services, for the design associated with the Liberty Lake Park projects in Liberty Lake, Washington. We appreciate the opportunity to work with you on this project.

The attached terms and conditions (Coffman Engineers Agreement for Professional Services) will serve as our contract for services, in conjunction with this proposal. Specific terms and details of this proposal will govern where there is a conflict between the two. Please let us know if you have any concerns or questions regarding the Agreement for Professional Services. If you find this proposal acceptable, please sign in the space provided at the end of this proposal and return to us as written authorization to proceed.

PROJECT DESCRIPTION

We understand the project consists of three different park sites as noted below.

Orchard Park with the following key elements:

1. Splash pad/interactive fountain, playground equipment, and slide hill.
2. Structures will include pavilion/amphitheater stage, two (2) shelters, and restrooms/maintenance building. Structures will include interior lighting, outlets, and water source. Restroom and splash pad will include water service and sanitary sewer connections.
3. Multi-use sport court and community garden
4. Two (2) paved parking lots (total 50 stalls) and associated storm water management.
5. Paved pathways, of various widths and materials
6. Exterior lighting at parking lots, restrooms, pavilion, and multi-use court.
7. Pathway lighting (bollards type) connecting pedestrian routes between parking, restrooms, pavilion, and multi-use court.

8. Kiosk and themed site signage.
9. Site furnishings will include benches, trash receptacles, bike racks, and drinking fountains.
10. Trees, shrubs, turf and other vegetation, including irrigation.
11. Community garden.
12. Other: Programming will be provided for a concession addition/facility and fallen heroes fitness circuit course (no design or construction documents).

5.0 Acre Park adjacent to E Boone Avenue and east of Liberty Lake Elementary School with the following key elements:

1. Sports Field
2. Parking Lot expansion (assumed to be similar size to the existing parking lot) and associated storm water management.
3. Irrigation system.
4. Site lighting and conduit for future scoreboard.
5. Site furnishings (to be determined).

3.8 Acre Park with the following key elements (*no Coffman services for the 3.8 Acre Park*):

1. Review with recommendations of existing turf condition
2. Review with recommendations of irrigation system adjustments/modifications.
3. Review of existing topsoil and subsoil conditions and provide recommendations.
4. Review with recommendations of cultural practices.

PROJECT APPROACH

Coffman Engineers, Inc. will prepare civil, mechanical/plumbing, and electrical construction drawings for review and approval by the City of Liberty Lake. Structural information will be shown on the architectural drawings. We will review the architectural drawings and mark-up with structural information. Stamped structural calculations will be provided. We will address plan review comments from regulatory agencies. Coffman will provide construction specifications in coordination with the engineering plans. We will review the structural material specification sections prepared by Cortner Architectural Company. We understand construction related services will be provided on a time and expense basis as needed.

DESIGN CRITERIA

The project will be designed according to the following criteria:

- 2015 International Building Code
- 2015 Uniform Plumbing Code
- 2015 International Mechanical Code
- 2014 National Electrical Code
- 2015 Washington State Energy Code
- Code amendments specific to the City of Liberty Lake
- City of Liberty Lake Standards
- Spokane Regional Stormwater Manual

SCHEDULE

We understand the Orchard Park project will have the following key milestone dates.

- 30% Set March 10th
- 60% Set April 7th
- 95% Set April 28th
- Final Construction Documents May 2017

Please note, the initial deliverables may be impacted by weather conditions and the ability to survey the subject site.

BASIC SERVICES

The following basic services will be included with our land surveying and engineering services through the completion of design and permitting.

Orchard Park

1. Land Surveying Services:

- Provide a topographic and site survey for the subject site (boundary and property corners set by Greenstone). Coffman will field locate the existing property corners.

2. Civil Engineering Basic Services:

- We have included time for attending eight (8) design team meetings.
- Lead site layout based on master plan from SPVV
- Erosion and Sediment Control Plan
- Grading and Drainage Plan with spot elevations, contours, and finish floor elevations. Elevations will be coordinated with the adjacent road design provided by Greenstone. Assumes drainage swales and drywells will be utilized for the storm water management system.
- Site Utility Plan including water and sanitary sewer services, connecting to the mains adjacent to the site designed by Greenstone. Lift stations, system modeling, utility easements, and plan & profile drawings are not included. We also assume the water system has adequate capacity (booster pumps or storage tanks are not included with this proposal).
- An on-site storm drainage analysis for the proposed improvements will be prepared to support the design. The report will include hydrology calculations for generated storm water flows, collection and conveyance systems, and drainage disposal systems. We will also register the drywells with the Washington Department of Ecology.

3. Structural Engineering Basic Services:

- We assume structural will not need to attend the design team meetings.
- We will mark-up structural information on the architectural drawings. Coffman will not provide structural drawings. The design approach assumes a relatively simple structural concept. We have included a separate fee for the design of custom trusses.

4. Mechanical Engineering Basic Services:

- We assume mechanical will not need to attend the design team meetings.
- Plumbing Plan for the restroom building and backflow prevention for the splash pad/interactive fountain (designed by others). We understand the restroom building is planned to be seasonal and will be winterized each year. The building will utilize natural ventilation (no mechanical systems or heating provided). A vent and fan will be utilized to enhance ventilation for the restrooms and electrical/communication room.

5. Electrical Engineering Basic Services:

- We have included time for attending two (2) design team meetings.
- Site Electrical and Lighting Plan. Power and telephone service, Pavilion/amphitheater stage canopy lighting, lighting and general receptacles for two (2) shelters and restrooms/maintenance building. Exterior lighting will be provided for the parking lots and multi-use court. Pathway lighting (bollards type) will be provided for the pedestrian routes connecting the parking, restrooms, pavilion, and multi-use court. We understand the pavilion/amphitheater stage will require 200v.
- We understand security cameras will be utilized to monitor areas of activity. We will provide power and Ethernet to the security cameras furnished and installed by owner. Pre-programmed locking capability will be provided for the secured structures.
- Power service to a panel for the splash pad equipment. Connections to equipment are designed by others. We can design the splash pad equipment circuits on a time and expense basis if needed as the design and requirements for the splash pad are further developed.

5.0 Acre Park

6. Land Surveying Services:

- Provide a topographic and site survey for the subject site (no boundary).

7. Civil Engineering Basic Services:

- Erosion and Sediment Control Plan
- Grading and Drainage Plan with spot elevations and contours. Assumes drainage swales and drywells will be utilized for the storm water management system.
- An on-site storm drainage analysis for the proposed improvements will be prepared to support the design. The report will include hydrology calculations for generated storm water flows, collection and conveyance systems, and drainage disposal systems. We will also register the drywells with the Washington Department of Ecology.

8. Electrical Engineering Basic Services:

- Site Electrical and Lighting Plan for the parking lot expansion. It is assumed the existing parking lot has lighting already installed. A conduit will be provided for a future scoreboard.

CORTNER ARCHITECTURAL COMPANY

ARCHITECTURE, CONSTRUCTABILITY REVIEWS & CONSTRUCTION ADMINISTRATION

March 1, 2017

SUB-CONSULTANT ATTACHMENT 'D'

Ken Van Voorhis
SPVV Landscape Architects
1908 W. Northwest Blvd., Suite A
Spokane, WA 99205

RE: Fee Proposal | Orchard Park et al [REVISED]
City of Liberty Lake

Dear Ken,

Thank you for the opportunity to submit our proposal to provide architectural services for this project. Based on the 2016 Master Plan Report for Orchard Park and February 8th, 2017 kick-off meeting, following is a summary of the scope of work as we understand it followed by our proposed fee.

Scope of Work

Provide architectural services for design through project closeout of three separate park structures. These structures include a Park Building with restrooms and maintenance areas, (two Picnic Shelters of similar construction; and a Park Pavilion.

Option A: Based on Master Plan program

<i>Structure</i>	<i>Size</i>	<i>Est. Cost</i>	
Restroom	900 SF	195,000	
Picnic Shelters (x2)	900 SF (each)	20,000	for 2
Pavilion	2,800 SF	150,000	
<u>Contingency at 10%</u>		<u>36,500</u>	
Total Estimated Cost		\$401,500	

Option B: Based on anticipated revised program:

<i>Structure</i>	<i>Size</i>	<i>Est. Cost</i>	
Park Building	1,800 SF	280,000	
Picnic Shelters	256 SF (each)	33,300	
Pavilion	2,800 SF	182,000	
<u>Contingency at 10%</u>		<u>49,500</u>	
Total Estimated Cost		\$544,800	

We understand this project will have the following design elements:

- Design theme: trains/railways and orchards
- Construction materials are not to be a burden to maintain, expensive to repair, or quickly outdated
- Timed locks on the restrooms
- Pavilion is to be similar in size and shape to that at Pavilion Park.

As requested, we've included a few hours for developing conceptual designs for park structures at the 5 Acre sports field and 3.8 acre school play fields.

Please find attached an estimate of the manpower and expenses anticipated for these projects.

Anticipated Deliverables

We anticipate providing all deliverables electronically by way of either drop-box or email.

RESOLUTION(S)

**RESOLUTION NO. 17-224
CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON**

**A RESOLUTION OF THE CITY OF LIBERTY LAKE, WASHINGTON, SUPPORTING
SPOKANE COUNTY PROPOSITION 1 TO RENEW THE SALES AND USE OPTION
TO OPERATE, MAINTAIN, AND IMPROVE EMERGENCY COMMUNICATION
SYSTEMS**

WHEREAS, The City of Liberty Lake is a component city of Spokane County, Washington; and

WHEREAS, the Police and Fire Departments within the City of Liberty Lake rely on emergency communication systems to help them protect both the citizens and property; and

WHEREAS, the revenue generated by the sales and use tax provided improvements to emergency communications which has had a direct positive benefit to the citizens of Liberty Lake by enhancing the ability of both Police and Fire Departments to provide law enforcement and fire protection services to its residents; and

WHEREAS, funding which resulted from the 2008 voter-approved Proposition 1 will expire in September, 2018, impacting emergency communication services currently provided; and

WHEREAS, the Board of County Commissioners of Spokane County, Washington will place Proposition 1 on the April 25, 2017 ballot, giving registered voters the option to approve or reject continuation of the existing 1/10th of 1% of local sales and use tax to help operate, maintain, and improve emergency communication systems and services in Spokane County.

NOW, THEREFORE, be it resolved by the City Council of the City of Liberty Lake, Washington, as follows:

Section 1. The City Council of the City of Liberty Lake hereby supports Proposition No. 1, Spokane County, Washington renewing the “One-tenth of One Percent Sales and Use Tax for Emergency Communications and Facilities to Include Equipment, Crime Check and the Reverse Emergency Notification System.”

Section 2. The City Council of the City of Liberty Lake hereby urges all citizens to vote in the election to be held on April 25, 2017.

Passed by the City Council this _____ day of, March, 2017.

Mayor, Steve Peterson

ATTEST:

City Clerk, Ann Swenson

APPROVED AS TO FORM:

City Attorney, Sean P. Boutz



AGENDA ITEM NO.: 11b

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Surplus Resolution

FOR THE AGENDA OF: March 7, 2016

DEPT. OF ORIGIN: Administrative Services

EXHIBIT:

A – List of surplus items

DEPT. HEAD APPROVAL: RJS

EXPENDITURE REQUIRED:	No
BUDGETED:	No

SUMMARY STATEMENT

The City desires to dispose of the surplus items by selling what we can and discarding what we cannot; in a manner that minimizes the use of City resources. Recommended action is to pass the Resolution and authorize staff to sell or otherwise dispose of surplus items in a manner deemed to be in the best interest of the City.

RECOMMENDED ACTION

Approve Resolution 17-225 declaring as surplus, certain personal property of the City.

**RESOLUTION NO. 17-225
CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON**

**A RESOLUTION PROVIDING FOR THE DISPOSAL OF CERTAIN INVENTORY
ITEMS DEEMED TO BE SURPLUS TO THE REASONABLY FORESEEABLE NEEDS
OF THE CITY OF LIBERTY LAKE, WASHINGTON**

WHEREAS, certain items of equipment belonging to the City of Liberty Lake are obsolete and no longer utilized by the City;

WHEREAS, the City would like to dispose of these items that are unneeded or not useful to the City; and

WHEREAS, the City has followed its financial policies and procedures for the surplus of equipment and is now desirous of formally declaring the items as surplus and disposing of them pursuant to the City's Municipal Code;

NOW, THEREFORE, be it resolved by the City Council of the City of Liberty Lake, Washington, as follows:

The items belonging to the City of Liberty Lake as shown in Exhibit A are declared to be surplus to the foreseeable needs of the City and it is deemed to be for the common benefit of the residents of the City to dispose of said items. The Mayor is authorized to dispose of the items listed in this Resolution in a manner that will be to the best advantage of the City of Liberty Lake.

Approved by the City Council this 7th day of March, 2017.

Mayor, Steve Peterson

Attest:

Approved as to Form:

Ann Swenson, City Clerk

Sean P. Boutz, City Attorney

Exhibit A - Inventory List for Surplus Action 3/7/2016

[illegible]

**FIRST READ
ORDINANCE**



AGENDA ITEM NO.: 12

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Vacant Property Registration

FOR THE AGENDA OF: March 7, 2017 & March 21, 2017

DEPT. OF ORIGIN: Planning & Building Services

EXHIBIT:

Ordinance 238

DEPT. HEAD APPROVAL: Katy Allen

EXPENDITURE REQUIRED:	Not Applicable
BUDGETED:	Not Applicable

SUMMARY STATEMENT

Ordinance 238 is being proposed to implement a vacant property registration program in order to protect the community from becoming blighted as a result of abandoned properties that are not properly secured and maintained. The registration program would require the lender or other responsible parties of properties that have been abandoned to register those properties with the City and provide for proper maintenance. Having a registration program will save significant staff time that is currently spent researching out a contact person or entity for a vacant property when a code enforcement action needs to occur.

RECOMMENDED ACTION

1. Ordinance 1st Reading – March 7, 2017
2. Ordinance 2nd Reading & Adoption – March 21, 2017

**CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 238**

**AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON ADDING
CHAPTER 3 TO TITLE 5 OF THE CITY OF LIBERTY LAKE MUNICIPAL CODE
ESTABLISHING A VACANT PROPERTY REGISTRATION PROGRAM.**

WHEREAS, the City of Liberty Lake desires to address vacant, abandoned or foreclosed buildings, homes, or properties (collectively “Properties”), both currently and in the future, to proactively deter vandalism and detect decay, which protects the quality and value of the Properties and the integrity of the area in which the Properties are located; and

WHEREAS, the City Council believes Properties which are, or are soon to be vacant, foreclosed, or are subject to foreclosure proceedings, have an adverse and deleterious impact on the vitality and livability of the areas in which they are located and on the general well-being of the City and its residents under RCW 35.80.010; and

WHEREAS, the City Council is aware of multiple Properties within the City of Liberty Lake, which are owned and/or controlled by entities and/or individuals who may or have been reluctant to voluntarily incur the cost and expense of adequately maintaining the Properties to the standard found in the areas surrounding such Properties; and

WHEREAS, the City Council believes it necessary that certain registration and maintenance requirements be imposed on the owners and lenders of these Properties in order to minimize, if not eliminate, some of the adverse effects these Properties have on the City and its residents;

NOW, THEREFORE, the City Council of the City of Liberty Lake, Washington, do ordain as follows:

Section 1. That a new Chapter 3 is added to Title 5 of the City of Liberty Lake Municipal Code, entitled “Vacant Property Registration Program”, is hereby adopted to read as follows:

**Title 5
Chapter 3
Vacant Property Registration Program**

A. Purpose.

It is the purpose and intent of this chapter to establish a vacant or abandoned property registration program in order to protect the community from becoming blighted as a result of abandoned Properties that are not properly secured and maintained. This chapter requires the lender or other responsible parties of Properties that have been abandoned to register those Properties with the City as set forth in this chapter.

B. Definitions.

As used in this chapter, the following terms have the meanings indicated unless the context clearly indicates otherwise:

1. **"Abandoned Property"** means a property that is vacant and (a) is under a current notice of default and/or notice of trustee's sale; (b) is the subject of a pending tax assessor's lien sale; (c) has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; (d) has been transferred under a deed in lieu of foreclosure/sale, or (e) is subject to a contract forfeiture. Property acquired by Spokane County at a tax foreclosure sale under RCW 84.64 is not to be included within the definition of "Abandoned Property".
2. **"Evidence of vacancy"** means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is vacant and not occupied by authorized persons. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; statements by neighbors, passersby, delivery agents, or government employees that the property is vacant; and for residential properties, the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.
3. **"Lender"** means any person who makes, extends, or holds a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary or trustee that accepts a deed in lieu of foreclosure.
4. **"Owner"** means any natural person, partnership, association, corporation or other entity having legal title in real property including any borrower.
5. **"Property"** means any unimproved or improved, residential or commercial real property, or portion thereof, situated in the City of Liberty Lake, and includes the buildings or structures located on the property regardless of condition.
6. **"Responsible party"** means any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an owner, borrower, and lender as defined in this section.

C. Registration of Abandoned / Vacant Properties.

The lenders or other responsible parties of real property which has been abandoned shall register that property with the City of Liberty Lake Planning & Building Services within thirty (30) days of the property becoming abandoned or of receiving notice from the City of the requirements of this chapter. The content of the registration shall include:

1. Proof of ownership, or financial interest, such as a lien or loan,
2. The name and contact information of the owner, lender or responsible party or the agent of the respective entity;

3. The name and contact information for the local property manager responsible for maintaining the property; and
4. Documentation which demonstrates the property is vacant, foreclosed, pending foreclosure, or subject to foreclosure, trustee's sale, tax assessor's lien sale or other legal proceedings.

The City shall also be notified of any changes to the registration information, if the property is transferred and/or if the property becomes legally occupied, within fourteen (14) days of such transfer and/or occupancy.

D. Minimum Property Maintenance Requirements.

The lender or responsible party shall be required to:

1. Maintain and keep properties free of conditions including, but not limited to:
 - a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles;
 - b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances, and
 - c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure;
2. Secure ponds, pools and hot tubs and ensure that they do not become a public nuisance;
3. Secure the property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. Material used for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure;
4. Take any other action necessary to prevent giving the appearance that the property is abandoned,
5. Post the property with the name and twenty-four (24) hour contact phone number of the local property manager as follows:

“THIS PROPERTY IS MANAGED BY [insert name],
TO REPORT PROBLEMS OR CONCERNS, PLEASE CALL [insert phone number]”

The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of at least forty-five (45) feet. The posting shall be placed on the interior of a window to the front of the property (facing the street) so it is visible from the street, or secured to the exterior of the building / structure to the front of the property (facing the street) so it is visible from the street, or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of, and printed with, weather resistant materials;

6. Monitor property as necessary to prevent the creation of a nuisance; and
7. Comply with other applicable portions of the City Property Maintenance Standards (City Development Code Article 10-3I), the City weed and vegetation control requirements (City Municipal Code Title 5, Chapter 2), and the City Building Regulations (City Municipal Code Title 9), as amended.

E. City Monitoring of Property.

Upon registration, the City will provide regular monitoring of the property including, but not limited to, periodic site visitation, which will not exceed the City's rights of access as well as notification to lender or responsible party if the property begins to exhibit characteristics established in RCW 35.80.010 or this chapter. The City's monitoring of the property does not relieve the lender or other responsible party from monitoring the property under subsection D.

F. Waiver for City to Abatement – Trespass of Unauthorized Individuals.

As part of the property registration, the lender or responsible party may waive any objection to the City to enter onto the property for purposes of abating a condition that would constitute an unfit or substandard building as established in RCW 35.80.010 or this chapter. The cost of the abatement shall be charged against the property pursuant to City Development Code Article 10-1D (Enforcement), City Municipal Code Title 5, Chapter 2 (Weeds and Vegetation Control), City Municipal Code Title 9 (Building Regulations), and/or City Municipal Code Title 6, Chapter 7 for Chronic Nuisance Properties, as applicable or amended. The City shall notify the owner, lender or responsible party at least seven (7) days prior to the City taking abatement action in order to allow the owner, lender or responsible party to abate the condition first unless such abatement constitutes an emergency and must be abated immediately.

The lender or responsible party shall provide written authorization to the police department to issue a trespass order against any unauthorized individual from the property.

G. Local Property Manager/Agent.

The lender or responsible party shall provide the City with the name and contact information of the local property manager or agent who has the authority to act and respond to complaints regarding the property and to remedy any substandard or unfit conditions found on the property.

H. Annual Abandoned / Vacant Property Registration Fee.

The lender or responsible party shall pay an annual abandoned property registration fee as may be established, and amended, by the City Council.

I. Policies and Procedures.

The City may develop policies to implement the procedures set forth above, which are consistent with and do not conflict with the provisions of this chapter, the City of Liberty Lake Municipal Code, or the Revised Code of Washington.

J. Violation

Any person, firm or entity who fails to register an abandoned property pursuant to this chapter shall be subject to a class 1 civil infraction pursuant to RCW chapter 7.80. Each day shall constitute a separate violation. Any owner, lender or responsible party who fails to maintain the property shall be in violation of this chapter and subject to any and all available remedies, including but not limited to, those set forth in this chapter and at law.

Section 2. Administrative Code Interpretations Authorized. In the event of any question or uncertainty regarding the applicability of this Ordinance, the City Administrator or his/her designee is hereby authorized to make such administrative code interpretations as may be necessary to implement this Ordinance.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this _____ day of _____, 2017.

MAYOR STEVE PETERSON

ATTEST:

ANN SWENSON, City Clerk

APPROVED AS TO FORM:

SEAN P. BOUTZ, City Attorney

**SECOND READ
ORDINANCE**



AGENDA ITEM NO.: 12

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Weed Ordinance Update

FOR THE AGENDA OF: February 21, 2017 & March 7, 2017

DEPT. OF ORIGIN: Planning & Building Services

EXHIBIT:

Ordinance 85A

DEPT. HEAD APPROVAL: Katy Allen

EXPENDITURE REQUIRED:	Not Applicable
BUDGETED:	Not Applicable

SUMMARY STATEMENT

Ordinance 85 is being proposed for amendment to address practicality and site specific applicability issues with the 6" height rule. As originally written, the ordinance required all properties to maintain vegetation, including native grasses to a 6" maximum height through Spring and Summer. Over the past decade, some of the issues we have encountered with this is the safety of mowing undeveloped properties with rock and other natural debris in the middle of fire season and the practicality of weedwacking large undeveloped acreage properties. Our City Development Code also addresses property maintenance standards so Ordinance 85 has focused primarily on undeveloped properties.

The proposed modifications address the practicality and safety issues by allowing for flexibility in maintenance timing and targeting maintenance in the most important streetscape and clear view triangle areas, while encouraging maintenance of entire parcels.

RECOMMENDED ACTION

1. Ordinance 1st Reading – February 21, 2017
2. Ordinance 2nd Reading & Adoption – March 7, 2017



AGENDA ITEM NO.: 13

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Weed Ordinance Update

FOR THE AGENDA OF: February 21, 2017 & March 7, 2017

DEPT. OF ORIGIN: Planning & Building Services

EXHIBIT:

Ordinance 85A

DEPT. HEAD APPROVAL: Katy Allen

EXPENDITURE REQUIRED:	Not Applicable
BUDGETED:	Not Applicable

SUMMARY STATEMENT

Ordinance 85 is being proposed for amendment to address practicality and site specific applicability issues with the 6" height rule. As originally written, the ordinance required all properties to maintain vegetation, including native grasses to a 6" maximum height through Spring and Summer. Over the past decade, some of the issues we have encountered with this is the safety of mowing undeveloped properties with rock and other natural debris in the middle of fire season and the practicality of weedwacking large undeveloped acreage properties. Our City Development Code also addresses property maintenance standards so Ordinance 85 has focused primarily on undeveloped properties.

The proposed modifications address the practicality and safety issues by allowing for flexibility in maintenance timing and targeting maintenance in the most important streetscape and clear view triangle areas, while encouraging maintenance of entire parcels.

RECOMMENDED ACTION

1. Ordinance 1st Reading – February 21, 2017
2. Ordinance 2nd Reading & Adoption – March 7, 2017

**ORDINANCE NO. 85A
CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON**

**AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON RELATING TO
THE DUTY TO CONTROL WEEDS AND VEGETATION ON PROPERTY AND
PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO AND
REPEALING ORDINANCE NO. 85 IN ITS ENTIRETY**

WHEREAS, the City of Liberty Lake as a non-charter code City is vested with the responsibility to protect and promote the public health, safety and welfare of its citizens which includes the proper maintenance of developed and undeveloped property; and

WHEREAS, it is the desire of the City Council to impose duties upon owners of property that relate to the control of weeds and vegetation including declaring a nuisance, providing an abatement procedure and a civil penalty.

NOW, THEREFORE, the City Council of the City of Liberty Lake, Washington, do ordain as follows:

Section 1. **Purpose.** The City declares it is in the best interest of the citizens of the City of Liberty Lake to: (1) maintain an environment where trees, plants, shrubs and vegetation do not obstruct or impair the free and full use of the sidewalk or street and (2) control grass, weeds, shrubs, bushes and other vegetation growing on property so that a fire hazard or menace to the public health, safety or welfare is not created.

Section 2. **Duty of Property Owner.** It is declared to be the duty of a property owner where trees, plants, shrubs, vegetation or parts thereof overhang any sidewalk, or street or obstruct the public right of way by impairing the full use of the sidewalk or street including an obstruction of the view corridor in the right of way, to remove and abate the same by trimming, destroying or removing such growing or dead vegetation.

A property owner has a further duty to remove or destroy all uncultivated grass and weeds, including dead shrubs, bushes and trees which have no appreciable, practical use or value to the property, create a fire hazard or pose a menace to public health, safety or welfare, as required under Section 3. For purposes of this ordinance, the word “weeds” shall refer to noxious weeds regulated pursuant to RCW Chapter 17.10.

Section 3. **Maximum Height-Removal.** All weeds, grass or other uncultivated vegetation prohibited by this ordinance whether located on developed or undeveloped property shall be cut and removed when any such weeds, grass or vegetation exceed 6 inches in height within thirty (30) feet from the back of a sidewalk, curb, or right-of-way (public or private), as applicable. Native grasses outside the thirty (30) foot line shall be maintained to be free of noxious weeds and it is encouraged for the entire property to be cut and removed to reduce the fire hazard and improve community aesthetics.

Section 4. **Abatement.** It is the duty of a property owner to immediately remove, destroy or eradicate any condition on property prohibited by this ordinance. Failure to timely and properly abate as identified in this ordinance shall constitute a nuisance with the City authorized to abate the same. Prior to the City abating the condition creating a nuisance, the City shall:

- (1) Serve a written notice either personally or by certified mail upon the owner which states: (a) the description of the property involved and the prohibited

condition; (b) the date by which the prohibited condition is to be corrected, which shall not be less than seven (7) days after receipt of the notice; and (c) that the City Council intends to adopt by Resolution an order authorizing the City to correct the prohibited condition, with all City costs becoming a charge against the owner and a lien upon the property.

Property owners may contest before the City Council the allegations set forth in the notice on the date and time the Resolution is placed on the Council agenda.

Section 5. Abatement By City-Lien. If the nuisance is not abated by the property owner within the time fixed in the resolution and notice, the City shall abate the nuisance and deliver a statement of the cost of such abatement to the property owner. If the property owner fails or refuses to pay the City invoice or if the owner does not respond, the City may cause a lien to be filed against the property and enforced and foreclosed in the same manner as provided for the foreclosure of labor and material liens.

Section 6. Penalty for Noncompliance. In addition to the failure or refusal to comply with a request by the City to abate the conditions identified under this ordinance the City Police Department may issue a Class I civil infraction pursuant to RCW Chapter 7.80.

Section 7. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 8. Repealer. Upon the Effective Date of this Ordinance, Ordinance No. 85 shall be repealed in its entirety and shall have no further force or effect of law.

Section 9. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this _____ day of _____, 2017.

MAYOR STEVE PETERSON

ATTEST:

ANN SWENSON, City Clerk

APPROVED AS TO FORM:

SEAN P. BOUTZ, City Attorney

Introduction of Upcoming Agenda Items



DRAFT CITY COUNCIL ADVANCED AGENDAS

For Planning Discussion Purposes Only

As of March 3, 2017

Please note: This is a work in progress; items are tentative

March 21, 2017	DUE Wed, March 15
<ol style="list-style-type: none">1. Local Business Spotlight – Pawpular Companions (Mara & Carl Crowell)2. PRESENTATION: Emergency Preparedness Drill Plan – Scout Troop #325 (Larry Rider)3. WORKSHOP: Funding source options for capital improvement projects & operational costs4. Consent Agenda (minutes, vouchers)5. General Business<ul style="list-style-type: none">- Approve Transportation Improvement Board (TIB) funding agreement- Approve Avista lighting conversion Agreement- Approve Trail Lighting Agreement with Avista- Award construction bid for Overlay Heights, Phase 16. PUBLIC HEARINGS<ul style="list-style-type: none">– Amending the City's Six-Year Transportation Improvement Program for 2017-2022– Regarding the City's moratorium in on the Acceptance of Applications and Issuance of Permits for Specific Types of Uses and Improvements the I (light industrial) Zone7. RESOLUTION: 16-211A: Amending the City of Liberty Lake's Six-Year Transportation Improvement Program for 2017- 2022 (to include a NB lane on Harvard Rd)8. SECOND READ ORDINANCE: Ordinance No. 238 – Adding Chapter 3 to Title 5 of the City of Liberty Lake Municipal Code Establishing a Vacant Property Registration Program	
April 4, 2017	DUE Wed, March 29
<ol style="list-style-type: none">1. PRESENTATIONS:<ul style="list-style-type: none">Sheila Collins RE: HB 1535.Street Maintenance Budget2. Consent Agenda (minutes, vouchers)3. General business <p>*****</p> <p><u>TENTATIVE ITEMS:</u></p> <ol style="list-style-type: none">1. Service contract with Ptera for phones and cameras2. RESOLUTION – Update to the Financial Policy3. On-call arborist contract4. PRESENTATION: Results of Emergency Preparedness Drill Plan – Scout Troop #325 (Larry Rider) 4/185. Ordinance No. 236. Moratorium on the Acceptance of or Processing of Applications, or Issuance of Permits or Licenses, and Approvals, and Uses or Activities Associated with the Producing, Processing, or Retailing of Marijuana and Marijuana-Infused Products; and Declaring an Emergency (expires 5/2/17).6. WM Donation Presentation / Clean Green Event follow-up (5/2)7. PRESENTATION: Municipal City Flag, Councilman Dunne8. Approve consultant contract for signals @ Madsen/Signal (5/16)9. Award bid for construction of beacon install @ Apts/HD (5/16)10. Award bid for construction of Orchard Park (7/4 or alternate)11. Award consultant contract for Harvard Bridge Revision (6/15)12. Award bid for signals @ Madsen/Signal (potentially 10/17, pending successful funding)13. Harvard Bridge Revision conceptual design presentation to Council (11/7)14. Acknowledgement of Brian Cuda for his donation of time & expertise in helping the City to stream CC meetings.15. Award bid for Professional Services Agreement for Transportation Projects	